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The Solicitors' Journal.

LONDON, MAY 31, 1873.

IN ALL PROBABILITY we have not yet heard the end of the case of Father O'Keeffe. For the present he remains the victor in his litigation with Cardinal Cullen, the jury having, under the direction of Chief Justice Whiteside, returned a verdict for him for nominal damages, and the judge having certified for costs. But the summing up will scarcely be allowed to pass unchallenged. We may say with regard to it (as we said a fortnight ago with regard to the judgment of the full Court upon the demurrers) that it is very difficult to understand without a fuller report of the actual issues raised by the pleadings. The purport of it, however, seems to be that the Cardinal could only justify the sentence of suspension and the publication of that sentence under the Papal rescript, which the Court of Queen's Bench declared to be illegal, and that his pleas of justification and privilege therefore failed. This ruling may be correct as far as it goes, but it leaves untouched the judgment of the Court upon the plea alleging that the plaintiff and defendant had contracted that no action of defamation should be brought by the plaintiff against any of his ecclesiastical superiors. If that plea was proved, the defendant was entitled to a verdict, and evidence was given which would have warranted the jury in finding that the plaintiff had entered into such a contract.

Had the case rested solely upon the authority conferred on the defendant by the Papal rescript, the plaintiff's position would, it seems to us, have been unassailable. Certainly his oath of canonical obedience only bound him to obey the Cardinal in all things lawful. The well-known case of *Long v. Bishop of Capetown* (11 W. R. 900, 1 Moore P. C. N. S. 411) expressly decided this point. Mr. Long had sworn canonical obedience according to the laws of the Church of England to the Bishop of Capetown. This oath obliged him to obey not all the commands, but only all the lawful commands of the Bishop. The Bishop having ordered him to give notice of a synod to his parishioners, he declined, and was suspended in consequence. He appealed with success against the sentence of suspension, the Privy Council holding that the Bishop's order was not one an English bishop could enforce, and not one, therefore, which a clergyman, simply because he had taken the oath of canonical obedience, was bound to obey. In other words, they decided that the contract between the parties had not been broken. To the same effect was the decision of the same Court in *In re The Bishop of Natal* (13 W. R. 549, 3 Moore P. C. N. S. 115), when the sentence of a pretended court at Capetown, depriving Dr. Colenso of his bishopric, was summarily set aside. In both cases, however, it was conceded that the contracts entered into between the parties might have included provisions that the Bishop of Capetown should exercise the powers he claimed, and he failed, not because he could not legally have, but because, in fact, he had not those powers. These authorities seem to justify what Chief Justice Whiteside told the jury as to the effect of the Papal rescript. If by the law of the land the rescript was illegal, the plaintiff, although he had taken the oath of

canonical obedience to the Cardinal, was not bound to recognise a sentence of suspension issued under the rescript's authority.

But neither Mr. Long's case nor that of Dr. Colenso assist the plaintiff upon the other point relied on by the defendant. Although a synod is illegal according to ordinary Church law, and therefore Mr. Long was held to be not bound to give the notice insisted on to his parishioners, the Judicial Committee did not say that he might not have bound himself to summon a synod by special contract. So in the present case, the Papal rescript is illegal, and the plaintiff, by the mere circumstance of his being a priest, would not be bound by it. But as a member of a voluntary religious society, he might bind, and there was some evidence that he had bound, himself to acknowledge its validity, unless the Chief Justice's dictum, that no contract to submit to the Pope in a spiritual matter is lawful, be sustained. It is not easy to see why such a contract should be unlawful (unless it be under the statute of Elizabeth, so much discussed on the argument of the demurrers) any more than a contract by a Wesleyan minister to submit to the authority of the Conference. This matter will, doubtless, be fully argued ere long in the full Court; and, at all events, as a member of a voluntary religious society, the plaintiff might make a contract, according to the recent judgment, not to sue another priest in an action for defamation, and it is upon this part of the defence in particular that we are unable to follow the ruling of the Chief Justice.

We should add a word as to the damages. They are plainly inadequate. If the plaintiff is entitled to succeed, he is entitled to substantial damages. The result of the trial, therefore, cannot be deemed satisfactory, and it is very unlikely that either party will acquiesce in it.

THE PUBLIC PROSECUTORS BILL of this session has just been printed. It was introduced a few nights ago by the Home Secretary, and read a first time, but, owing to the late hour at which it came on, no explanation of its provisions was given. The Bill of last year was much altered in committee before it was dropped. The Bill of this year is very similar to last year's Bill as altered in committee, though it differs from it in some important particulars. The alterations made in committee last year did not, in our opinion, much improve the Bill as a whole. Some improvements were, of course, introduced, but much that was valuable was cut out. The present Bill is, like so many recent Government measures, in many respects little more than a skeleton Bill, for its practical working will almost entirely depend upon the regulations which are to be subsequently made. We have always strongly advocated the appointment of public prosecutors; but unless the present Bill is to have given to it by the regulations a much more extensive operation than it appears to have on its face, it really is scarcely worth while to alter existing institutions by passing it. The public prosecutors under this Bill are to take up prosecutions of persons committed for trial for certain offences after such persons have been committed, and to do anything else they may be directed to do. There are some advantages, but quite as many obvious disadvantages, in having one attorney instead of several in a particular district to conduct the final stage of prosecutions. If this is all that is to be done, the appointment of the public prosecutor will not secure anything being done which is not done now, and as there is no great complaint as to the manner in which this part of the work is done now, there is no substantial advantage to be gained by the change. The stage at which an improvement is most required is the preliminary one. What is wanted is some better security than we now have that prosecutions which ought to be taken up shall be taken up, and also that the criminal law shall not be made use of as a means of "putting on a screw" to enforce civil demands or to extort money. The paragraphs we see in the newspapers, headed "A Public Prosecutor Wanted," almost all relate to cases where a person who

has preferred a charge before a magistrate, and has thereby attained his real object, afterwards refuses to go on. These cases will not be reached by this Bill, unless the Home Secretary (or the solicitor to the Home Office, who is to be appointed to assist him) expressly directs the public prosecutor of the district to take the case up. Under the hands of an efficient solicitor to the Home Office, this Bill might, no doubt, work well; but the value of the Bill depends greatly upon this as well as upon the regulations to be issued.

As the Bill stands, the Home Secretary "may" appoint attorneys, as public prosecutors and allot to them districts, and on reading the early part of the Bill we thought that this was intended to be optional with the Home Secretary, and that it was proposed to make the appointments at first experimentally in some districts only. Inasmuch, however, as the present provisions for the payment of the cost of prosecutions for all ordinary offences are repealed, and nothing is substituted for them except as to cases conducted by a public prosecutor, we presume that appointments are to be made all over the country. The only qualification of the public prosecutor is that he is to be an attorney. No special qualification as to age or standing in the profession is now required, and the entire patronage of the office all over the country is vested in the Home Secretary. This is an alteration from the Bill of last year, and its propriety seems doubtful. We do not object to there being no special qualification, as the number of years that two attorneys have been admitted is not even a reliable test of the amount of their respective experience, still less of their ability; but the number of appointments is too large for there to be any substantial guarantee that good appointments will be made if the patronage is all in the hands of the Government. It is significant that the Bill of this year differs from that which passed through committee last year, not only in vesting the patronage solely in the Government, but also in removing the restriction as to the public prosecutor acting as agent for candidates for election to Parliament. If county and borough members supporting the Government get their own agents appointed, it will be a fruitful source of dissatisfaction, although the appointments in themselves may be unexceptionable.

The Bill, if passed, will put an end to the grievance now existing in respect of the burden thrown upon rates by the Treasury disallowances of the costs of prosecutions. It also provides for making compulsory the payment of clerks of the peace and of clerks to justices by salary instead of by fees. Clerks to justices are eligible for the office of public prosecutor, and when they obtain it they ought, of course, to be paid by salary. When, however, the public prosecutor and the clerk of justices are different persons, the objection which there is at present to payment by fees disappears, and the mode of payment might, we think, be optional with the magistrates as it is at present.

IN HIS ELABORATE REPLY to Mr. Gregory's speech on the New Courts of Justice Mr. Ayrton declared that he was "fully alive to the fact that there had been very considerable delay" in the matter. It is so satisfactory to find that the First Commissioner of Works has at length become aware of this fact that it is perhaps unreasonable to inquire too narrowly into the question of who is to blame for the delay. Still there are one or two little facts which seem to require some further explanation than Mr. Ayrton vouchsafed to afford. On the 27th of July, 1870, the Royal Commissioners signed the report approving of the plans prepared by Mr. Street, and thereupon the Government were enabled to proceed with the construction of the building. The contract with Mr. Street was signed about two months afterwards, and that gentleman was allowed from the 23rd of September, 1870, until the 1st of January, 1871, to prepare his sketch plans for approval by the Office of Works. The first point on which information is desirable is as to how

it happened that these sketch plans, which were duly delivered in January, 1871, were not approved by the Office of Works until the 5th of August following. Mr. Ayrton says that modifications were made in the plans; but seven months appears to be a considerable time to spend over the examination and discussion of a series of sketch plans. By his contract with the office Mr. Street had six months from the approval of his sketch plans for the preparation of his contract plans and drawings. That period would expire on the 5th of February, 1872; yet tenders were not invited for the works *for a whole year from that date*. It is this latter delay which we should especially like to have explained. Mr. Ayrton's mysterious remark, that "the details were of such a kind that it was not until the 27th of February, 1873, that the Office of Works was put into a position to invite tenders for the construction of the building," seems intended to throw the blame onto Mr. Street, yet it is to be observed that Mr. Ayrton does not say that Mr. Street failed to keep his contract as to sending in the plans and drawings by the 5th of February, 1872, and if, as Mr. Ayrton was careful to explain, Mr. Street was "the servant of the Office of Works, and was bound to obey the orders he received," why was not the "servant" ordered to push forward the preparation of the plans? The responsibility for the delay must clearly rest, not with the "servant," but with his employers.

The fact of the loss of about £30,000 a year in interest, to which we recently drew attention, was repeatedly commented on in the debate; and it appears that, in addition to this, an expenditure of about £9,000 is incurred every year in respect of rates and taxes on the site. A painful rumour, which has been current for some time, was also mentioned in the debate, and not denied by the Government, that in order to save some £50,000 the architect had been ordered to cut out from his design the central hall. It should be remembered that the amount which it is desired to save about represents the cost, in interest and taxes, of the delay in the commencement of the works from the period fixed for the delivery of the contract plans and drawings to the present time.

THE DEBATE ON THE LAND TRANSFER BILL in the House of Lords last week did not give much intimation of the course which that measure may be expected to take, except that, the Lord Chancellor's feebly expressed protest to the contrary notwithstanding, it is tolerably clear that it is not even *intended* to become law in the present session. Under these circumstances we very much hope that the reference to a commission of conveyancers suggested by Lord Cairns, and not absolutely declined by the Lord Chancellor, may be acceded to. We have not unfrequently urged the desirability of appointing a standing commission of draftsmen, whose duty it should be to resettle all Bills after they had passed through committee in either House, not with a view of altering the law intended to be enacted, but as a safeguard against those slips in detail which disfigure most modern Acts of Parliament, and the recurrence of which is a source of perpetual complaint from the Bench. It is perhaps hopeless to look for so valuable a reform, involving as it would the expense of two, or even perhaps of three, commissioners' salaries, at a time when even the existing outlay for the purposes of justice is being looked upon at the Treasury with so jealous an eye; but if even this one important measure could be secured from the chance of legislative blunder it would not only be a great gain in the present, but might prove a valuable precedent in the future.

The suggestion that the Registrar ought to have the status, and be armed with the authority, of a Vice-Chancellor meets with our fullest concurrence. The Bill in effect proposes that every point of law arising in the working of the registry is to be the subject of two distinct proceedings, one before the Registrar to raise the point, and then, when raised, another before the Vice-

Chancellor, to whom he is to refer it, without, apparently, any jurisdiction to entertain the question himself even by consent. Now, as points of this kind are certain to arise in the course of the investigation of almost every title, the necessity of going in every instance before the Court of Chancery will be found to entail a heavy burden, not only on the applicants for registration, but also on the suitors in Chancery, who are already subjected to delays which are once more becoming proverbial, by reason of the great inadequacy of judicial power for the normal work of the Court. We think that the efficiency of the registry will require that the Registrar should be able to deal with all such questions as may arise upon any title before him, with authority to enforce specifically any contracts for sale and purchase which would be enforced by the Court of Chancery, and to set aside, cause to be cancelled, or otherwise deal with any improper deeds causing clouds upon title, in the same manner in all respects as if he were a Vice-Chancellor.

IF WE MIGHT VENTURE to offer a suggestion, we think the proposal to establish a Registry of Titles on a new basis a good opportunity for getting over the difficulty said to imperil the future progress of the Judicature Bill. It is said, apparently on authority, that the Treasury are determined that, whatever else may be done, no extra expense is to be incurred for the judiciary; and on the other hand that the Bill is threatened with an opposition, more than sufficient to throw it over the session, unless the extra Vice-Chancellor added by the House of Lords is retained. Now let the present Registrar of Titles be made a Vice-Chancellor, retaining his duties as Registrar, and let all such cases as arise on registration be referred to him, he also taking such other cases as it might be considered proper to transfer to his branch of the Court—say, for instance, those which involve mainly questions of a conveyancing nature—much (though perhaps scarcely enough) will thus be done to relieve the “block” in the Court of Chancery, and there will be some prospect of an efficient scheme of registration of titles without the risk either of inadequate investigation on the one hand, or intolerable expense and delay on the other.

AN INTERNATIONAL CODE*

I.

At the Manchester meeting of the Social Science Association, held in September, 1866, a committee was (as Mr. Field tells us in his preface) appointed at his suggestion to propose the outlines of an international code, which should ultimately be presented to different Governments for their sanction. It was at first understood that after each member of the committee had prepared the portion assigned to him, they should interchange the results of their labours, and then meet for the revision of the whole. But this not having been carried out, Mr. Field has essayed a draft of the whole, “hoping that his colleagues may do the same.”

Mr. Field's work is of a very comprehensive character. It seems to include every subject upon which any species of international law, public or private, at present exists, or upon which a mutual understanding between different nations may be conceived to be advantageous. Mr. Field's scheme embraces, according to his preface, “not only a codification of existing rules of international law, but also the suggestion of such modifications and improvements as the more matured civilisation of the present age should seem to require.” To give some idea of the extent to which these modifications and improvements are carried we may mention that they include the exemption of all private property not being contraband from capture by sea, and the abolition of all blockades either by land or by sea, except for excluding contraband from military ports, besides provisions for limiting the military

and naval forces of each nation, and for referring all disputes between nations to arbitration. The proposed code would also, among other things, establish international trade marks, copyright, coinage, and weights and measures, and provide for the universal adoption of the Gregorian calendar, and for computing all longitudes from Greenwich.

It is intended (see Arts. 1006-8) that any nation may adopt this code or any part of it, or withdraw from its adoption on giving one year's notice to such other nations as have acceded to the code. It is also intended (see Arts. 1) that the code should only apply between nations which have adopted it and their respective members; but (Art. 982) that those articles which relate to belligerents and neutrals should apply as between one belligerent and neutrals, although the other belligerent have not adopted the code. Mr. Field suggests (in a note to Art. 1) that the second division of part I. comprising the rules of private international law might be made applicable to all persons, whether belonging to nations parties to the code or not; and considering that members of several different nations may be interested in a question of private international law, this would obviously be convenient, and, so far as we can see, not open to any serious objection. It is not proposed that the different nations parties to the code should mutually engage to enforce its observance. The only exception to this is that if any party to the code begin a war, without having first brought the dispute before a tribunal of arbitration, the other parties to the code are to be bound to resist the offending nation by force (Art. 537). But their obligations stop here. Apparently they are not to be bound to enforce compliance with any award which may have been made by the tribunal of arbitration. This the successful party in the arbitration will be left to enforce as it can, and therefore in many cases the arbitration will have no other result than delaying a war for a few months. Except this particular provision against beginning a war, the code will stand upon the same footing as an ordinary treaty, the observance of which by any contracting party only depends upon the good faith of that party, and the power of any party or parties interested to enforce observance of its provisions by war.

Upon some of the subjects Mr. Field proposes to include in the code an international code appears to us neither practicable nor desirable, but on the other hand there are other subjects of great importance upon which such a code would be comparatively easy to agree upon and of great use when made. The first two titles of the first book “on the essential rights of nations,” and “on extra-territorial action,” are very good specimens of the portions which are neither practicable nor desirable. Probably they are in the main in accordance with the received rules and usages of international law, but they abound in abstract propositions on questions which arise but seldom, and which, when they do arise, are for the most part of little consequence, but may sometimes turn out of very vital importance. Deficiencies and inaccuracies are almost inevitable in concisely stating abstract propositions on such subjects, and it is difficult to foresee how general rules will work in particular cases. Besides, the process of codifying these portions of the law of nations will inevitably stir up a variety of questions, which under other circumstances would never have been heard of. The representatives of each country would jealously scrutinise the wording of the rules proposed by their rivals or neighbours, lest the latter might be quietly settling in their own favour, by the aid of superior geographical information, some question, the importance or even the existence of which was unknown to the other negotiators. Even if the obstacles to the codification of international law on such subjects as these could be surmounted, we entertain serious doubts whether it would be of much use in settling disputes or preventing wars. Written codes, like written constitutions, always admit of

* “Draft Outlines of an International Code.” By David Dudley Field. New York: Drossy & Co. 1872.

being plausibly misinterpreted, and when the ascertainment of their meaning rests not with a judicial tribunal, but with a whole people, these misinterpretations are very likely to be accepted as correct. Persons without legal training understand much more readily what is substantially just and reasonable under particular existing circumstances than what is the exact and complete meaning of an abstract written rule, or how it is to be applied to the circumstances of any particular case; and therefore they are much more likely to be misled by sophistical reasoning when international or constitutional law has been codified than they would be without such a code. These considerations apply not only to such subjects as boundaries and rights of discovery, but to all subjects upon which questions are liable to arise sufficiently important and sufficiently exciting to national susceptibilities to go to war upon. For this reason the codification of international law should, in our opinion, be limited to questions which, from their being of minor importance, or primarily concerning individuals rather than nations, are not calculated to excite national animosities or national selfishness, and therefore have a fairer chance of being impartially interpreted and faithfully observed.

Among subjects of this class, the advantages of a general agreement between nations, embodied either in a code or in a treaty, are nowhere more obvious than as regards establishing uniform rules for sailing so as to avoid collisions, and a uniform system of signals, and as to the extradition of criminals and of deserters from ships, and obtaining evidence from witnesses in foreign countries and information as to foreign law.

Private international law is another extensive subject, upon which the formation of an international code seems both feasible and likely to be useful. Upon nearly all the leading propositions of this last-mentioned subject there is at present a general agreement between the jurisprudences of different countries, as judges and jurists have everywhere drawn from the same sources in compiling their judgments and treatises, but there are some few points upon which conflicting views exist which it would be desirable to decide between, and others upon which the rules received at present would admit of being made more convenient and reasonable, if the alterations could be made by the common consent of the principal nations of the world. Except some small portions, this so-called private international law does not at present possess the character of international law strictly so called, as no nation is under any obligation to other nations to observe them, and they rest merely upon international comity. But it seems a sufficient reason for including them in an international code, that they cannot well be supplemented or altered without some agreement between different nations.

One rule of private international law which Mr. Field proposes to revise is that which makes the validity of a will of moveables depend upon its being executed according to the law of the testator's domicile at his death. Mr. Field proposes to substitute a rule differing only slightly from that established for the United Kingdom (so far as it could be established by merely national legislation) by Lord Kingsdown's Act (the 24 & 25 Vict. c. 114). Mr. Field proposes to make any will valid everywhere, as regards form and execution, which is valid according to the law either of the place of execution or of the testator's domicile at the time of execution, or of the testator's domicile at his death. Another set of rules which likewise require revision, although Mr. Field has not dealt with them equally satisfactorily, are those relating to the administration of bankrupt and insolvent estates. Here he has in the main adopted the rules followed by the American Courts, which differ very materially from those accepted by English and Continental authorities. Thus (Art. 655) he reserves to every nation liberty to give a preferential claim on property, within its jurisdiction, to creditors subject to that jurisdiction; a permission which seems to us open to the three following objections:—

(1) it is contrary to the equality which every nation ought

to maintain between its own subjects and foreigners (2) it will involve the increased expense of administering separately the property of the bankrupt in each country where he has creditors; and (3) it will deter the merchants and capitalists of rich countries from making advances to the inhabitants of poorer countries except upon terms sufficiently high to compensate them for the increased risk caused by the preference for native creditors. According to the jurisprudence of the English and Scotch Courts the whole of a bankrupt or insolvent estate is administered together, and this of course by the Court of the debtor's domicile, and according to the law of that domicile; and both Story and Kent prefer this to the American rule (Westlake, *International Law*, Arts. 278, 281).

On the whole the division of Mr. Field's code which treats of private international law is among the most interesting and suggestive portions of the work. As the different states forming the United States are for almost all purposes of municipal law like independent States, while, owing to a common language and a common national government, the intercourse between the inhabitants of different States and the migrations from one State to another are much more frequent than between European countries, American judges and American lawyers have an extensive experience of questions of private international law.

(To be continued.)

THE JURISDICTION OF THE COURT OF CHANCERY IN BANKRUPTCY PROCEEDINGS.

It is a common saying that to the country which the lawyer has to explore there is no map. Of rough charts there is no lack; charts in which certain broad roads and well-trodden pathways are by one text-book after another successively laid down; but once let the traveller leave the beaten path, and on either hand of him he will find ground hitherto unexplored, or, if ever trodden, marked dangerous, doubtful, and to be avoided. Owing to the manner in which the jurisdiction of the several Courts, which have cognizance of different questions of law, have originated, much of this doubtful ground will be found lying at the very threshold of legal proceedings; so that it is often by no means one of the least difficulties which the lawyer has to surmount to ascertain what is the forum in which a question is to be presented for trial.

It may be taken as a general rule with respect to jurisdiction that, where one Court has jurisdiction in a matter of law for which by statute a new jurisdiction is provided in another Court, the jurisdiction of the former Court is not ousted unless there is in the statute which provides the new jurisdiction an express enactment for that purpose. An exemplification of this rule may be found in many of the cases in which the Courts of Common Law have had jurisdiction given them, as in the case of discovery, which was formerly exclusively within the jurisdiction of the Court of Chancery. We may take it, then, and we shall be able to show that it is by many cases established to be the law, that the large provisions of the Bankruptcy Act, 1869, which confer upon the Court of Bankruptcy the power of determining all questions "whether of law or fact, arising in any case of bankruptcy coming within the cognizance of such Court, or which the Court may deem it expedient or necessary to decide for the purpose of doing complete justice," by no means exclude the jurisdiction of the Court of Chancery in cases where the Court of Bankruptcy has not the power to do complete justice between the parties. The 72nd section of the Bankruptcy Act, 1869, is very large and general in its terms, and, as was said by Lord Justice Giffard in *Ex parte Anderson* (18 W. R. 715, L. R. 5 Ch. 473, 479), "the terms of this clause give the Court complete jurisdiction to decide every question that it may be considered necessary to decide with a view to the distribution of the bankrupt's estate."

The Bankruptcy Court is now made a complete Court of law and equity, for the purpose of determining all questions for the distribution of assets in bankruptcy; and after some hesitation it has been held by the Court of Appeal in *Ex parte Rumboll* (19 W. R. 1102, L. R. 8 Ch. 842), affirming the decision of the Chief Judge (19 W. R. 601), that a composition deed is a case in bankruptcy within the meaning of the clause. The leaning of the Court towards the convenient interpretation which leaves to be determined in the Court of Bankruptcy all questions which are properly cognizable in that Court is again more fully exemplified by such cases as *In re Beveridge* (19 W. R. 717), *Ex parte Cohen* (20 W. R. 69, L. R. 7 Ch. 20), and *Ex parte Tait* (20 W. R. 318, L. R. 13 Eq. 311), in which actions at law by creditors under liquidation or bankruptcy have been restrained by injunction of the Court of Bankruptcy. In *In re Chapman* (21 W. R. 104, L. R. 15 Eq. 75), the injunction was refused, but only on the ground that it would be ineffectual.

We have probably, then, said sufficient to show that the course of decisions has uniformly been in favour of leaving to the jurisdiction of the Bankruptcy Court all questions in which it has authority and power sufficient to do justice between the parties. But where this is not the case, the jurisdiction of the Court of Chancery steps in to supply that which is wanting. It was at one time believed that the decision in *Ex parte Anderson* (18 W. R. 715, L. R. 5 Ch. 473), went the length of holding that, even as against strangers to the bankruptcy, claims which would, in the absence of bankruptcy, be prosecuted at law or in equity, became by the bankruptcy subject only to the jurisdiction of the Bankruptcy Court. But this is not the case. In the first place the 72nd section gives complete jurisdiction to the Bankruptcy Court only for the purpose of dealing with those assets of the bankrupt which are divisible among his creditors. With other property, as for instance property which is vested in the bankrupt as trustee, the section is not concerned. Again, even the jurisdiction for the purpose of dealing with the proper assets of the bankrupt is not without its limits; as in *Ex parte Isaac* (19 W. R. 38, L. R. 6 Ch. 58), where (following *Re Born*, 14 S. J. 509), it was held that when one partner of a firm has filed a petition for liquidation by arrangement, the Court of Bankruptcy has no jurisdiction to restrain an action by a creditor of the firm against all the partners. In a very recent case of *Ellis v. Silber* (21 W. R. 346, L. R. 8 Ch. 83), the present Lord Chancellor has laid it down broadly that whenever a trustee of a composition deed or a trustee in bankruptcy has a demand against a third person which, but for the bankruptcy, would be proper to be prosecuted in a court of law or in a court of equity, there is nothing whatever in the Bankruptcy Acts which in any ordinary case not governed by the special clauses of those Acts has the effect of transferring the jurisdiction of the court of law or equity as against that third person to the Court of Bankruptcy. And his Lordship there pointed out that in *Ex parte Anderson*, the party against whom the injunction was sought was not in fact a stranger to the bankruptcy, for by his own submission and his own act he had brought the matter under the administration in bankruptcy. So again in *Pike v. Dickinson* (20 W. R. 81, L. R. 12 Eq. 64, *Ibid.* 7 Ch. 61), where an insolvent who had compounded with his creditors afterwards filed a bill against one of them, alleging that in bringing in the account of his debt under the composition deed he had made overcharges, and asking for an account and payment of the balance, it was held that there was jurisdiction in the Court of Chancery, and that the plaintiff would not be sent to apply in bankruptcy. If, however, all the parties are subject to the Bankruptcy Court, the Court of Chancery will refuse to interfere in the administration of an estate which may with greater economy and convenience be administered in bankruptcy. But as will be seen from such cases as *Phillips v. Furber* (18 W. R.

985, L. R. 5 Ch. 746), and *Ex parte Baggs* (21 W. R. 132, s. c. *sub nom.* *Morley v. White*, L. R. 8 Ch. 214), it is only in the exercise of its discretion that the Court of Chancery refuses to exercise a jurisdiction which it undoubtedly possesses. Under the Bankruptcy Act, 1861, *Martin v. Powning* (17 W. R. 250, L. R. 4 Ch. 356), and *Stone v. Thomas* (18 W. R. 385, L. R. 5 Ch. 219), are authorities to show that, although the Court of Chancery will not ordinarily entertain a suit for the administration of the trusts of a deed registered under that Act, yet that this is not because its jurisdiction is by the Act excluded, but because it will leave the matter to the Court of Bankruptcy where that Court is able to give adequate relief.

A pertinent example of the reluctance which the Court always shows to hold that the effect of a statute has been to transfer to a new tribunal the familiar jurisdiction of a previously existing Court is furnished by the case of *Coombs v. Brookes* (19 W. R. 1002, L. R. 12 Eq. 61). The 117th section of the Bankruptcy Act, 1869, provides that "where a bankrupt is a trustee within the Trustee Act, 1850, section 32 of that Act shall have effect so as to authorise the Court to appoint a new trustee, &c.," and the 4th section provides that "in this Act, if not inconsistent with the context, the following terms have the meanings hereinafter respectively assigned to them; that is to say, 'The Court' shall mean the Court having jurisdiction in bankruptcy as by this Act provided." Upon these sections Vice-Chancellor Wickens held that the Court having jurisdiction to appoint a new trustee was not the Court of Bankruptcy, but the Court to which the Trustee Act, 1850, gave the jurisdiction to appoint a new trustee in all cases, that is, the Court of Chancery. This case is only here cited to show that there is not, in the case of proceedings in bankruptcy, any such tendency as is sometimes supposed to sweep into the cognisance of the Court of Bankruptcy all sorts of questions which do not in fact at all concern that which is its proper function, viz., the realisation and distribution of the assets of the bankrupt.

RECENT DECISIONS.

EQUITY.

BENEFIT BUILDING SOCIETY—INTERNAL DISPUTE—ARBITRATION.

Thompson v. Planet Benefit Building Society, V.C.B., 21 W. R. 474.

The Benefit Building Societies Act (6 & 7 Will. 4, c. 32), incorporates the 27th section of the Friendly Societies Act (10 Geo. 4, c. 56), requiring that provision shall be made by the rules of every benefit building society for the settlement of disputes between any society and any individual member thereof, either by justices of the peace or by arbitrators to be appointed in the manner directed in the Act. In *Trott v. Hughes* (16 L. T. O. S. 260) Lord Cranworth, V.C., refused, at the suit of a member who had given notice of withdrawal, to restrain the directors from parting with the funds in their hands, either on the ground of the member having a primary lien on them for the return of his investment, or of apprehended mismanagement, observing that the Legislature had concluded the question by the appointment of a tribunal, a less expensive and more appropriate one, to decide such questions. And in *Wright v. Deley* (4 H. & C. 209), it was assumed that the provision in the rules of the society that certain matters in dispute between the society and any member should be determined in manner therein provided was binding, and the only question was whether the particular matter in dispute, was a dispute within the meaning of the rules. In *Smith v. Lloyd* (8 W. R. Ch. Dig. 9, 26 Beav. 507) Lord Romilly gave an opinion that a rule requiring disputes to be referred to arbitration did not oust the jurisdiction of the Court to entertain a bill by a withdrawing member to recover his investment;

but although *Trott v. Hughes* (*ubi sup.*) was cited, his Lordship gave no reason for this opinion. In *Thompson v. Planet Benefit Building Society* Bacon, V.C., followed Lord Cranworth's decision.

LEASES AND SALES OF SETTLED ESTATES ACT—PERSON OF UNSOUND MIND NOT SO FOUND BY INQUISITION—CONSENT.

Re Clough's Estate, L.J.J. for V.C.W. 21 W. R. 452.

The 36th section of the Leases and Sales of Settled Estates Act provides that consents to application under it may be given by guardians on behalf of infants, and by committees on behalf of lunatics, but omits to provide for the case of persons of unsound mind not so found by inquisition. Lord Romilly, M.R., once appointed a guardian for the purpose of consenting on behalf of a tenant in tail in remainder, who was of unsound mind not so found by inquisition: *Re Venner's Settled Estate* (16 W. R. 1033, L. R. 6 Eq. 249), but that course cannot safely be followed after the decision in *Re Clough's Estate*, where it was held that consent to an application under the Act could not be given on behalf of a person of unsound mind not so found by inquisition, by a guardian appointed by the Court for the purpose. In future, therefore, it will be requisite, where any person whose consent is necessary under the 17th section of the Act is of unsound mind, that steps should be taken to have him so found by inquisition, and a committee appointed for the purpose of consenting on his behalf, unless he happens to have merely a remote contingent interest in the settled property, in which case the Court would probably dispense with his consent, especially if there were other persons in the same interest who consented (*Re Franklin's Settled Estate*, 7 W. R. 45; see also *Re Turbutt's Estate*, 11 W. R. Ch. Dig. 54, 2 N. R. 158).

ADVANCEMENT.

Stock v. McAvoy, V.C.W., 21 W. R. 521, L. R. 15 Eq. 55.

To rebut the presumption of advancement arising on a purchase by a father in the name of his son, a contrary intention on the part of the father, at the time when the purchase was made, ought to appear upon "very plain, coherent, and binding evidence, and not by any argument or inference from the father's continuing in possession and receiving the profits" (*Gray v. North, Finch*, at p. 340). In the well-known case in which this doctrine was laid down, a father purchased a manor and lands in the name of his son, and received the rents as long as he lived, yet the purchase in the name of the son was held to be an advancement. In the judgment in *Lloyd v. Read* (1 P. W. 607) a distinction was drawn between the case of a parent receiving the rents of the purchased estate during the infancy of the child only—which it was said would not be evidence of a trust for the parent—and the case where a parent takes the rents after the child has come of age, and is of discretion to claim his right. The distinction is also referred to in the judgment of the Chief Baron in *Dyer v. Dyer* (2 Cox, at p. 94), where he states that the reason given why the circumstance of possession by the father will not rebut the presumption of advancement is that the father takes the rents as the guardian of his son. Lord St. Leonards seems to incline to this view (*V. & P. 704*, 14th ed.), although he admits that "even the receipt by the father of the profits after the child's coming of age cannot be depended upon against the child's claim." But an examination of the authorities cited by his Lordship in support of the proposition that "possession by the father during the infancy of his child will not be deemed subversive of the child's claim" will show that in every case but one the father held possession or received the rents, not merely during the infancy of the child, but to the end of his (the father's) life. In one only of the cases referred to—that of *Mumma v. Mumma* (2 Ver. 19)—does any stress appear to have been laid upon the infancy of the son at the time of the purchase. There

seems to be authority for the proposition that possession by the parent, whether during or after the infancy of the son, is not sufficient to rebut the presumption of an advancement (see *Taylor v. Taylor*, 1 Atk. 386; *Woodman v. Morrel*, on appeal, Freeman, 34 note; *Sidmouth v. Sidmouth*, 2 Beav. 447; *Christy v. Courtenay*, 13 Beav. 96; *Williams v. Williams*, 32 Beav. 370).

In *Stock v. McAvoy* the Vice-Chancellor held that, although "the taking possession by the father at the time of the purchase" might be insufficient in general to rebut the presumption of advancement, this principle does not apply where there is "a formal and unmistakable act of taking possession." As an instance of such an act he mentioned the case of a man buying a shop in his son's name, and immediately taking possession and putting his own name over the door, which he said would be sufficient to show ownership in the father and trusteeship in the son. Certainly this is an unmistakable act of taking possession, and may indicate that one purpose of the father in buying the shop was the convenience of his trade. Does it show that this was his sole object? Is it quite obvious why the fixing up of a sign informing the public that the father sells certain goods on the purchased premises should be construed as affording evidence of an intention on his part that the ownership of the premises should belong to him? Might not this be deemed to be one of those acts which, as Lord Nottingham said, "the son, in good manners, did not contradict," and which, therefore, his Lordship held it was not reasonable to permit to operate so as to turn a presumptive advancement into a trust? It is not easy to comprehend why this "formal and unmistakable act of taking possession" should be considered as a more satisfactory indication of the father's intention to become owner than his giving, in his son's name and behalf, a notice to quit to a tenant in possession. As to this latter circumstance, the Vice-Chancellor, in his judgment in the recent case, admitted that he was not justified in treating it as sufficient to establish that the father purchased for himself.

COMMON LAW.

REPRESENTATION OF CREDIT—SIGNATURE BY AGENT.

Williams v. Mason, C.P., 21 W. R. 386.

Swift v. Winterbotham, P.O., Q.B., 21 W. R. 562.

We have already noticed (*ante* p. 341) the latter and more important of these two cases; the decision is, we understand, appealed against, and we shall, therefore, reserve any further comment until the appeal comes to be heard. We will only notice that *Williams v. Mason* follows the case of *Hyde v. Johnson* (2 Bing. N. C. 776) in holding that a signature which is to make a defendant liable for a representation as to credit must, under Lord Tenterden's Act, be a signature by the defendant himself, and not by an agent for him. We should have thought this so clear both from the words and the spirit of the Act, and so strongly established by authority, as not to require comment; but the Queen's Bench appears, in *Swift v. Winterbotham*, to have given so reluctant an assent to it, that it is material to observe that the Common Pleas accept it cordially and *ex animo*. It remains to be seen whether the limitation on that rule which the Queen's Bench has sanctioned will be allowed by the Exchequer Chamber.

MARINE POLICY—CONCEALMENT.

Lishman v. Northern Maritime Insurance Company, C.P., 21 W. R. 386, L. R. 8 C. P. 216.

In this case the rule established in *Cory v. Patton* (20 W. R. 364, L. R. 7 Q. B. 304) as to the non-necessity of communicating facts first known to the assured after the initialing of the slip was applied to the acceptance of the risk, in a case where it was not the custom to give slips, but only to enter the risks taken in an "order book." This was entirely within the principle of *Cory v. Patton*.

REVIEWS.

The Law of Criminal Conspiracies and Agreements. By R. S. WRIGHT, of the Inner Temple, Barrister-at-Law, Fellow of Oriel College, Oxford. London: Butterworths.

It is with great pleasure that we notice this short but very able and thorough work. It shows not merely judicious and well-directed research, but a power of discrimination and analysis of which it is rarely our good fortune to meet with; and its matter is conveyed in language equally remote from the dry and withered style of the ordinary legal text-book, and from the oracular diction in which too many of the modern school of jurisprudence enshrine their fine ideas. The subject which Mr. Wright has investigated is one of great and growing importance; it covers a wide range both of social and of legal questions, and is illustrated by a mass of authority which, we must confess, much exceeds what we had supposed to exist upon this somewhat obscure topic. The author's research extends to the very earliest appearance in our law of that form of crime, the characteristic of which is the combination of several individuals to effect a common purpose; and he successfully demonstrates that the whole law on the subject sprang originally from the statutes of Edward I., by which certain kinds of combination (in effect combinations connected with the perversion and abuse of legal proceedings) were rendered criminal. Tracing the history of this branch of law through the three periods, reaching respectively from 1200 to 1600, from 1600 to 1800, and from 1800 to the present time, he states, as the result of his search, that in the first period "no mention has been found in any of the writers, reports, or abridgments of the period before the seventeenth century of any kind of conspiracy, confederation, or combination, as being criminal at Common Law, except the crime of conspiracy as defined by the ordinance of 1305." In the second period, very much through the influence of the Star Chamber decisions, the modern doctrine of conspiracy appears to have shaped itself. "In the course of the seventeenth century it became settled law that, as between the combination to do the criminal acts and the acts themselves, the gist was in the agreement or combination . . . and that even when the proposed acts were statutory offences, the conspiracy to do them might be laid and punished as a substantive crime at Common Law; and it became the current phrase that the conspiracy was the *gist of the indictment*."

In a note appended to the first section of his work, Mr. Wright examines carefully, and with much research and acumen the arguments bearing on the question, whether such an offence as conspiracy existed originally at Common Law, and he gives very convincing reasons for thinking that this doctrine arose entirely by reflection from the early statutes against combinations. It is plain, however, that the establishment of such a general doctrine was an essential preliminary to holding that the conspiracy to commit any wrong, even to commit a crime (as distinguished from the attempt to commit it), could itself be punished as a substantive offence. This general doctrine seems to have been established pretty early in this second period; the great question was how far it was to be extended. The rule seems to have been first laid down with respect to conspiracies to commit crimes, or to do acts which, if not quite crimes, were (at least in the judgment of the time) so near to crimes as to be only doubtfully distinguished from them. Thus, in the case of the conspiracy to depauperate the farmers of excise (1663), there was something "directly of a public nature, and levelled at the Government." In the cases of conspiracies to defraud, the rule was established at a time when it was still a prevailing opinion that a mere cheat was an indictable offence. But "the suggestion of a general doctrine that a combination may be criminal, although that which it proposes would not be criminal apart from combination, begins to appear in the arguments of counsel towards the close of the seventeenth century;" and "by the end of the eighteenth century an impression appears to have grown up amongst lawyers, which can only be described by the double proposition, that a combination to do an unlawful act is criminal, and that in this phrase 'unlawful' does not necessarily mean 'criminal.'"

It is one of the principal objects of the book to examine how far and in what sense this proposition is true, and for this purpose the author, in his second section, examines the cases as to criminal combinations under distinct heads. Passing over the cases relating to combinations prohibited by statutes, and combinations to commit a crime (which necessarily include combinations to bring about an end by criminal acts), there may be said to remain three general heads—first, those which are injurious to the public, as tending directly to disturb the Government, to pervert justice, or to deprave morals; secondly, those which tend directly to the injury of a private individual; and, thirdly, those combinations on the part of employers and workmen, or generally relating to trade or labour, which have a mixed character, being considered in equal degree as injurious to the particular individual, and contrary to the public welfare. Of the first class, Mr. Wright says that "the cases appear not, perhaps, to establish, but still to tend strongly to establish, a rule that combinations directed against the Government or public safety may be criminal, although the acts proposed might not be criminal in the absence of combination; but they furnish no indication of the limits of the rule, supposing it to exist." As to combinations tending to pervert justice, he reaches much the same conclusion; but as to the wide head of combinations tending to deprave morals, he concludes that no such general head of criminal liability is warranted by authority. As to the second class, so far as concerns combinations to defraud, the limits appear to be by no means clearly defined, but, in the author's opinion, "the intended fraud must involve something which amounts, or would, but for restrictions imposed by statutes made *altogether*, amount to a wrong for which there is a civil remedy at law or in equity." It seems, also, a just inference that the limitations applied in the construction of the statute as to false pretences would (with the necessary modifications) apply to conspiracy to defraud, with the further limitation (which, considering the point at which the law of conspiracy strikes the offender, is of peculiar importance) that "the proposed means must be such as *might probably* be effectual for the proposed end." "On the other hand, it is not probable that all the refinements of the law of attempts would be applied to conspiracy." All this appears to us to be stated with great judgment and discrimination. As to the second branch of this class, "the authorities, on the whole, strongly favour the view that a combination to injure a private person (otherwise than by fraud) is not, as a general rule, criminal, unless criminal means are to be used;" and the expressions to the contrary "are not sufficient to establish exceptions to the principles involved in the decisions set out in the earlier part of the subsection." As to the third class, combinations relating to trade and labour, which (especially as concerns the relation of master and workman) are described as forming the characteristic feature of the third period in the history of conspiracy law (that is the present century), we have not space to follow the author through his examination of the subject. We can only indicate that there seems very scanty authority (indeed, if the expressions of Bramwell, B., in *Druitt's case* are interpreted as we think they should be, almost no authority) for saying that any combination by employers or employed relating to wages or labour which stops short of intimidation or penal breach of contract is punishable as a conspiracy—certainly a predominance of authority against that position.

In the third section the author deals with the nature of the act of combination, with its evidence, and with the effect of this branch of law upon criminal jurisdiction, with the place which the law of conspiracy occupies in some foreign systems, and with the question "What is the proper place or use in the criminal law of the mere mental act or state of agreement or concurrence." We have not space even to state his conclusions on this point, still less to discuss his reasoning; but we strongly recommend our readers to peruse them for themselves, saying of this part of the work what we have already expressed as to the whole, that it is clear and well thought out, and is marked by great good sense and judgment, and by what, unfortunately, is too often wanting with those who write on this thorny subject, calmness and moderation both of thought and language.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY
ARBITRATION.*

(Before Lord WESTBURY.)

Jan. 21; Feb. 3.—*Re Industrial and General Life Assurance and Deposit Company. Barnes's case.*

Life Assurance company—Winding up—Dissolution of company—Transfer of business from one company to another—Policyholder—Novation—Annuity—Certificate of identity given to transferee company.

It was provided in the deed of settlement of the I. Assurance Company, that it might, with the consent of the shareholders, be dissolved, in which case the directors should procure an undertaking from some other assurance company to satisfy all claims which should arise under its policies, and for that purpose should transfer to the company giving this undertaking such part of its assets as should be agreed upon.

Held that this power only authorised a dissolution inter socios, and could not be used by the I. Company in any manner which should derogate from its own grants, or relieve it from liability upon policies granted by it.

C. purchased an annuity of the I. Assurance Company, but before the first instalment became due, the company transferred its business and liabilities to the E. Assurance Society. No notice of the transfer was sent to C., but she always received her annuity from the society, and returned receipts bearing its name. At different times she signed certificates of her identity which stated that her annuity was payable by the E. Society. The society was afterwards wound up.

Held, that no novation had taken place between her and the E. Society, and that she was still a creditor of the I. Company.

This was the application of Dr. Thomas Barnes to discharge an order made on the 7th June, 1872, by Vice-Chancellor Malins, for winding up the Industrial and General Life Assurance and Deposit Company, and the questions raised were (1) whether there had been such an effectual dissolution of the Industrial Company, binding upon all the annuity and life policyholders therein, as to destroy all claims by them on the company; (2) whether Mrs. Elizabeth Crabb had not so accepted the People's Provident Assurance Society as her debtors in respect of a policy for an annuity granted to her by the Industrial Company on the 4th September, 1855, as to discharge the Industrial Company from all liability upon the same; and (3) whether the liquidation of the Industrial Company ought to be proceeded with.

The Industrial and General Life Assurance and Deposit Company was formed by a deed of settlement of the 18th December, 1849, and was incorporated under the 7 & 8 Vict. c. 110. By the 1st clause of the deed of settlement it was provided—"That the Company should continue until the same should be dissolved under or by virtue of the provisions for the dissolution thereof, thereafter contained. By the 44th clause it was provided, "That an extraordinary general meeting especially convened for the purpose, should have full power to resolve on the dissolution of the company, and if at any such meeting a resolution should be entered into for dissolving the company, then a second extraordinary general meeting, especially called for the purpose, and held within the space of fifty days after the resolution for dissolving should have been entered into at the first extraordinary general meeting, should have full power to reject or confirm such resolution." The 190th clause provided as follows:—"That it should be lawful for an extraordinary board of directors specially called for the purpose, to enter into a resolution recommending a dissolution of the company, and upon such dissolution being so recommended, the same extraordinary board should cause an extraordinary general meeting to be convened for the purpose of taking into consideration the propriety of dissolving the company, and if at such extraordinary general meeting a resolution should be entered into for dissolving the company, then the board of directors should call a second extraordinary general meeting, for the purpose of confirming or rejecting such dissolution; and such second extraordinary general meeting should be held within the space of forty days after the resolution for dissolving should have been entered into at

the first extraordinary general meeting, and if such resolution for dissolving should have been confirmed at such second extraordinary general meeting, then from the time of such confirmation, the company should be dissolved, and the business thereof should be concluded." The 191st clause provided as follows:—"That immediately upon the dissolution of the company, the board of directors should out of the funds or property of the company pay and satisfy all the immediate claims and demands on the company arising from assurances or other contracts or engagements, and should obtain from some other assurance company, or from the directors or managers of some other assurance society or company, an undertaking to pay and satisfy the remainder of the claims and demands on the company arising from assurances annuities or other contracts or engagements, when, and as the times for the payment and satisfaction of the same should respectively arise, and should cause to be transferred to some other assurance company, or to some of the trustees or directors of such other assurance society or company, so much of the funds or property of the company, as should be agreed upon between the contracting parties as would be sufficient, with the premiums that might become payable in respect of all their existing policies, to enable the secretary or company from whom, or from whose directors or managers the undertakings should have been obtained to comply therewith; and should make such arrangements with the said assurance company, or the said directors or managers in regard to their said undertakings as the Board of Directors should, in their discretion, think fit, and should cause to be done and executed all such acts, deeds, and things as, in the opinion of the Board of Directors, should be necessary or advisable for carrying the same engagements into effect; and if any funds or property of the company should remain after answering the purposes aforesaid, should cause the same, or so much thereof as should not consist of money, to be sold, got in, or otherwise converted into money, and should cause the moneys arising from the said remaining funds or property, or of which the same should consist to be paid and distributed, at such time or times as they should think fit, to and amongst the proprietors and other holders of shares in the temporary capital of the company, and the members according to their respective rights and interest therein; and notwithstanding the dissolution of the company, the deed of settlement and the provisions therein contained, and all powers, privileges, rights, and duties of the proprietors and other holders of shares and members, including the powers to call and hold extraordinary general meetings of proprietors and members, and the powers to call for and enforce the payment of further instalments on shares, should, until all claims and demands should have been respectively satisfied and provided for, as aforesaid, and until a final division should have been made of the residue (if any) of such moneys as aforesaid, remain and continue in full force, so far as the same might be necessary for winding up the concerns of the company, and for enabling the board of directors to dispose of the funds or property of the company, and to satisfy and provide for such claims and demands, and to make such payments and distribution, as aforesaid."

The People's Provident Assurance Society was incorporated under the 7 & 8 Vict. c. 110, and was constituted by a deed of settlement of the 2nd September, 1854, which provided for the purchase by it of the business of other companies carrying on a life assurance and annuity business.

On the 4th September, 1855, the Industrial Company, in consideration of the payment of £500, granted a policy to Elizabeth Crabb, which policy was numbered 16,225, and was in deed form and witnessed:—"That the funds and other property of the company should be subject and liable, according to the provisions of the deed or deeds of settlement of the company, to pay at the office of the company to Elizabeth Crabb or her assigns, the annuity or yearly sum of £27 15s., by quarterly instalments of £6 18s. 9d. on the 4th day of December, March, June, and September, in every year during the continuance of the life of Elizabeth Crabb, the first payment to be made on the 4th day of December next following. Provided always that the capital stock of £100,000 sterling, or so much thereof as for the time being should have been subscribed, and

* Reported by W. Bousfield, Esq., Barrister-at-Law.

the other stocks, funds, securities, and properties of the company remaining, at the time of any claim or demand made, unapplied, and undisposed of, and inapplicable to prior claims and demands, in pursuance of the trusts powers and authorities contained in the said deed or deeds of settlement, should alone be liable to answer and make good all claims and demands upon the said company, under or by virtue of her policy and all other policies."

In and prior to the month of September, 1855, negotiations had commenced for the transfer of the business and liabilities of the Industrial Company to the People's Provident Society, and at a specially called meeting of the directors of the Industrial Company on the 6th October, 1855, it was resolved that the shareholders and policyholders of the company should be recommended to accept a proposition to that effect made by the society. On the 23rd October, 1855, it was resolved by an extraordinary general meeting of the shareholders and policyholders of the Industrial Company that in accordance with this recommendation the company should be and was thereby dissolved; and that the directors should be requested to call a second extraordinary general meeting of the shareholders and policyholders, and to take such steps as might be necessary for carrying out the foregoing resolution in conformity with the provisions of the deed of settlement. On the 13th November, 1855, a second extraordinary general meeting was held, when these resolutions were confirmed.

The transfer of the business of the Industrial Company to the People's Provident Society was finally carried out by a deed of the 6th November, 1855, which, after reciting the before-mentioned proceedings, witnessed that it was mutually covenanted by the two companies that the shareholders of the Industrial Company should in exchange for and in lieu of each of their shares on which ten shillings had been paid up, receive one share in the capital of the People's Provident Society, which should be credited as paid up to the same amount; and that the People's Provident Society should pay and satisfy all claims and demands on the Industrial Company, arising from assurances, annuities, or other contracts or engagements whatsoever, when and as the time for the payment and satisfaction of the same should respectively arrive, and would indemnify the Industrial Company, and every of the members and shareholders thereof against all proceedings at law or in equity and all costs, charges, damages and expenses which the said company or any of the members or shareholders thereof might be liable in respect of any of the said assurances, annuities, or other contracts or engagements.

At the date of this transfer the capital of both the Industrial Company and the People's Provident Society was divided into shares of £2 10s. each, upon which the sum of 10s. a share had been paid up.

Shortly after the execution of this deed all the shareholders of the Industrial Company, except eight who represented shares to but a small amount, took a like number of shares to those held by them in the Industrial Company in the People's Provident Society, and the sum of £5,000 was handed over by the directors of the Industrial Company to the Society in respect of the liabilities of the Company.

Mrs. Crabb never received a copy of the directors' recommendation of the 6th October, 1865, or notice of the intention to transfer, or the actual transfer of the business of the Industrial Company to the People's Provident Society. It appeared that these notices were only addressed to the participating policyholders of the company, who were the only policyholders present at the two general meetings of the company.

By 22 & 23 Vict. c. 25, s. 3, the name of the People's Provident Society was changed into that of the European Assurance Society.

No payment in respect of her annuity was ever made to Mrs. Crabb by the Industrial Company, as at the date of the transfer the first instalment had not become due, and she continued to receive all payments from the People's Provident Society and the European Society till the winding up of the latter, and in return gave receipts which bore the name of those societies, and contained no mention of the Industrial Company.

After the presentation of the petition to wind up the European Society, one payment in respect of her annuity was made to her out of the funds of the European Society on the 8th September, 1871, by virtue of an order of Malins, V.C., in the matter of the petition, and in the

receipt given in return for this payment she stated that it was received subject to any further order that might be made in relation thereto.

On the 4th March, 1869, and on several other occasions, Mrs. Crabb signed certificates of identity, which were required by the European Society before payment of her annuity, and in which it was stated that her annuity "was payable by the European Society under a deed numbered 16,225."

In January, 1872, an order was made to wind up the European Society, and on the 7th June, 1855, Malins, V.C., at the petition of Mrs. Crabb, who claimed to be a creditor in respect of two quarters' arrears of her annuity which had become due in December, 1871, and March, 1872, ordered the Industrial Company to be wound up. This latter order was opposed by Dr. Thomas Barnes, who had been a shareholder and director of the Industrial Company, and had, after the transfer, taken shares in the People's Provident Society equal in number to those held by him in the company. The European Assurance Society Arbitration Act, 1872, included the Industrial Company among those to be wound up under the superintendence of the present arbitrator.

Fischer, Q.C. (Bailey with him), for Dr. Barnes, urged in the first place, that Mrs. Crabb was, upon the true construction of the deed of settlement and the contract contained in her policy, bound by the transfer to the European Society; and in the second place, that she had by her conduct accepted the European Society as liable in respect of her policy, and had created a novation with it, and, therefore, that she had now no claim against the Industrial Company.

The object of the 190th and 191st clauses of the deed of settlement was to put an end to the affairs of the company upon certain terms, when resolutions to dissolve had been passed. These clauses were incorporated in every contract made by the company, and were binding on every creditor. They contemplated the existence of two classes of claims and demands on the company, viz., those that were immediate, and those that were future or contingent. With respect to the former it was provided that they should be paid and satisfied; but with respect to future or contingent claims and demands, it was provided that an undertaking should be obtained from another company to pay them (and this arrangement was not to be an illusory, but a *bond fide* and substantial one, such as the parties might agree upon); and when this was done, the provisions of the deed were complied with, and the company effectually dissolved. The deed did not contemplate the event that has occurred here a great many years after the arrangement, namely, the failure of the company giving the undertaking to perform its engagement. What is intended by the proviso in the 191st clause, that the company shall still continue to exist till all claims and demands upon it are satisfied, is, that notwithstanding the dissolution of the company certain powers shall be retained till certain debts shall have been paid, and a specific provision made for another class of debts. The object was not to keep the Company in a transition state between life and death till the last debt had been paid, which might last for thirty or forty years. The facts connected with the amalgamation here show that it was a most *bond fide* proceeding, as nearly all the shareholders of the Industrial Company took shares with the same liability upon them in the People's Provident Society. Mrs. Crabb was an outside creditor, and by the provisions of her policy with the company she took a charge upon a specific fund, which was liable to be dealt with and disposed of under the provisions of the deed of settlement, in the way in which the assets and property of the Industrial Company were in fact dealt with. There was, as was said by Lord Cairns in a similar case, an infirmity attached to the fund; and it may have been very unwise to take a charge upon such a fund, but that is not the question here. What this fund is, the proviso shows, which provides that only such part of the capital of the company as should have been, for the time being subscribed, and the other stocks, funds, and securities, remaining at the time of the claim or demand, not applicable or disposed of, should be alone liable for payment. Now, at the date of the claim upon the company made by Mrs. Crabb in the petition upon which the winding up order was made, all the assets and capital of the company then subscribed had been applied and disposed of for sixteen years to the People's Provident Society under the provisions of the deed of

settlement; it therefore follows that she had no claim whatever upon the company. That the assets and property of the company when disposed of in 1855, were effectually disposed of by the deed of amalgamation, subject to the charges affecting them, and the contract to pay those charges and indemnify the company against them, entered into by the transferee company, is clear from Lord Romilly's construction of an almost precisely similar deed and policy, in *Re the Waterloo Life Assurance Company, Carr's case*, 33 Beav. 542, where he decided that the debtor company had power to transfer the policy-holder to another company on performing strictly the requirements of its deed of settlement. In *Re the Times Assurance Company, Mosley's case*, in the Albert Assurance Company Arbitration (Minutes of 12th June, 1872, p. 31), Lord Cairns, with reference to a policy similar to this, followed *Carr's case*—and the cases cannot be distinguished. On the second point, he submitted Mrs. Crabb's conduct had clearly shown that she accepted the People's Provident Society, and subsequently the European Society in substitution for the Industrial Company, even if she had not received any notice of the amalgamation she had for sixteen years received her annuity from those societies, had given them receipts for every quarterly payment, and from time to time had signed certificates that she was still alive, which stated that the European were liable for her annuity, and which had been acted upon by the society. Lord Cairns in *Re Metropolitan Counties Assurance Society, Dale's case*, 15 S. J. 886, relied upon these certificates as an ingredient upon which his decision against the annuitant was based. Mrs. Crabb here also made a claim under the liquidation, and received a premium from the European Society after the commencement of the winding up, and not till she found nothing more was to be got from them, did she make a claim against the Industrial Company, which she had abandoned for sixteen years. For these reasons Mrs. Crabb ought to be held estopped by her conduct from making any further claim upon the Industrial. The Court of Chancery, as in *Brown v. Gordon*, 16 Beav. 303, had considered that when a creditor of a firm, after an alteration in the constitution of that firm, continues to deal with it for a number of years, but upon its subsequent insolvency, files a bill against a solvent person who was a partner in it before the alteration, for the purpose of making his estate liable, he is not to be allowed to do so, on the ground that his remedy at law being gone, equitable considerations do not permit his claim against the old partnership after his acquiescence in the new. The principle of that case is applicable here. There can be no doubt that any jury in a court of law would hold that Mrs. Crabb had accepted the liability of the European Society in lieu of the Industrial Company. She could also file a bill in Chancery to establish a lien on the sum of £5,000, which was handed over to the society for the purpose of satisfying her claim—her policy created a specific charge on the property of the insurance company, as it should be existing at the time that any claim on her part arose on her policy. See *Aldebert v. Leaf* (12 W. R. 462, 1 H. & M. 681). Every policy was made subject to the provisions of the company's deed of settlement, and if this is strictly carried out (as it has been here), the holder is bound thereby. See *In re Times Life Assurance and Guarantee Company* (18 W. R. 559, L. R. 5, Ch. 381), when Giffard, L.J., affirmed the decision of James, V.C.

Higgins, Q.C. (Cookson with him), was heard by Lord Westbury with respect to *In re Times Assurance Company* (*ubi sup.*) and *Re Waterloo Company, Carr's case* (*ubi sup.*)

Edlin, Q.C., for Mrs. Crabb, was not called on.

Fischer, Q.C., in reply.

LORD WESTBURY.—It is necessary to state in the first place in what form this case comes before me. Previous to the passing of the Arbitration Act, and on the petition of Mrs. Crabb, served on certain parties, of whom Dr. Barnes was one, Vice-Chancellor Malins made an order for winding-up the company. That order involved two things as being established to the mind of the Vice-Chancellor. First, that this Industrial Company was a company still in existence, and not defunct; secondly, that Mrs. Crabb was a creditor of that company, and on the combination of those two things established in the mind of the learned judge, he founded the winding-up order. Now, one of the parties to that order, Dr. Barnes, comes before me and

contends for what, in effect, would discharge the Vice-Chancellor's order. He contends, though he did not there contend any such thing, that there is no such company in existence as the Industrial Company, that the company is dead and gone, dead, absolutely dead, to its liabilities, not merely dead to its shareholders. And, therefore, I am told now by Dr. Barnes that this lady, Mrs. Crabb, is not a creditor of that company, that the company is gone to its account and cannot be cited any more.

Now Mr. Fischer contends that this Industrial Company having granted a variety of policies and annuities which were charged on all its property, and all its claims on its shareholders, was founded on a deed which gave it the power at any time, when certain formalities were complied with, of dissolving itself absolutely, annulling its own contracts, transferring those contracts behind the back of its creditors to some other company not chosen or assented to, or acquiesced in by the creditors, relieving itself from the obligation of every grant, and leaving the creditor the power only of pursuing, if he could, the transferee company, which, in the meantime, has taken possession of all the property pledged to the creditors without any obligation to set it aside, without any obligation to invest it, with full liberty to spend it, with full liberty to laugh at the obligations contained in the contracts of the original company, and leaving the creditor in that predicament of absolute helplessness. Now it is contended that that is agreeable to reason, provided it be stipulated. The stipulation certainly, even if it be found, would not be agreeable to reason; but if the stipulation can be found, why, then, I suppose, one must only lament that people were foolish enough to deal with a society that had such a power. But if the power be one destructive of every contract, if the power be one that would lead at once to an unnatural annihilation of every engagement, I suppose all would admit that one should be very slow in arriving at the conclusion that anything so monstrous, anything so unreasonable, could be found in any deed of settlement, or in the constitution of any company.

That being Mr. Fischer's proposition, we will consider in detail some of the material points that have been argued before me, and the first proposition is that these annuities, all these contracts by the Industrial Company were taken with the knowledge of the provisions in the deed, and that therefore it was competent to the company to carry out to its full extent the provisions in the deed as against its own creditors, the persons to whom it made grants for valuable consideration. Now, I agree that an annuitant takes with notice, but I deny that the company can use those provisions if its own grant is at variance with the liberty to use them—that is to say, if the use of them would derogate from the grant made by the company. Now, it is abundantly clear that if the society grants an annuity to John Smith, and charges all its property with that annuity, that the company is bound to the extent of that grant, and that it cannot make a wanton use and application of the property so bound in such a manner as to release itself from all its contracts and obligations to John Smith, and send him precariously to seek payment of the annuity at the hands of some other person selected by his grantor, the original company, without any communication with him.

I desire it to be understood that, although it is perfectly true that the grantee of a company takes with full notice of the settlement and the constitution of that company, yet it is equally true that the company, having made that grant, cannot use any power or any authority in such a manner as that it should have the effect of releasing the grantor from his obligation. Therefore, let that be considered in all arguments before me as so qualified. The grantee has notice of the deed of settlement, I admit; the grantee is at liberty to say, with respect to any particular point, "It cannot be used or enforced against me without derogating from your grant to me, and therefore your right to use that power or authority is, so long as my contract continues, suspended." That was well illustrated by Mr. Higgins, who referred, I think, to the 42nd clause of the deed of settlement, which gave the company a general power to alter even its own constitution; it might have reduced its liabilities, therefore. He asked the question very pertinently, could the company, after the grant of these annuities, use that power, and take away the security from the annuitants? Certainly not; and to my surprise it is

contended that that was the thing intended. They handed over the whole of their property, after they had charged it to another company, that that company might deal with it in any manner that they pleased, they did not bind that company to their own creditors in a manner that the creditors could have enforced, but were content to commit all the property which they had so bound to the discretion of the other company with whom they dealt, to spend it, squander it, apply it in any manner they pleased, and took from that company no provision for the creditors, but nothing in the world more than the common covenant with themselves, that the transferee should indemnify the transferor. But now we come to the deed of settlement for the purpose of seeing whether anything so monstrous as that which is contended for is found in it, in the sense in which the words of the deed have been interpreted by Mr. Fischer. Now, nothing is better settled in law than this, that if a partnership (and a company is a partnership) be bound to a creditor, although the partners *inter se* may proceed to dissolve their partnership, the dissolution is of no avail as against the creditor. Consequently the common observation by lawyers is this, the partnership, though dissolved *de facto inter partes* continues in law until the obligations of the partnership are discharged. And a familiar illustration of it is given in this way: I lend money on bond to A. B. & C. who are partners; two months afterwards A. B. & C. dissolved partnership, but if I have to sue them on the bond, I sue them in the court of justice as A. B. & C., partners, which they are until my debt is paid. That arises no doubt from the joint contract. Now, then, these being the ordinary rules, which approve themselves I think to every understanding, we come to consider this deed. Now, these deeds of settlement contain provisos for the dissolution of the company, and they are powers which admit of different kinds of things—they admit of a union or what has been called an amalgamation with another company. There the two bodies remain still independent and distinct, although by virtue of this union or rather this joint contract, they are thenceforth partners together in the undertaking of the business they pursue. They permit also another thing, namely, that one company should cease to carry on business, should hand over that business to another company upon terms provided between the two, for the satisfaction to the first of what it so hands over, and that is commonly described by the term "amalgamation." Well, now, in this deed of settlement there are powers to carry this into effect, and of course it is obvious that in putting in a power of this kind, the shareholders of the company, in whose deed of settlement it is found, would be very anxious indeed to take some security to themselves before their property was handed over to another company. And the framers of the deed, and the men who entered into the engagements, were therefore very careful to clog and fetter the power of transfer with such conditions as were deemed sufficient and necessary for the security of the shareholders of the first company. Well, now, what does it proceed upon? Plainly upon this: The shareholders of the first company would say, "We have contracted a variety of engagements, if we part with our property and part with our business those engagements will continue." And it is upon the basis of there being such engagements, and that they will have vitality and force after the transfer of the business by one company to the other, that these stipulations are founded. They rest upon that. Now, if they are of that nature they involve this,—that after the transfer the liability of the shareholders of the company itself to the creditors will remain—it is absurd, therefore, speaking with great respect, to say that such a power contemplated the absolute annihilation of the company, and its release from all its engagements. It contemplated no such thing. It is called into being by the consideration of the fact that the creditors' rights would remain, and by the apprehension of what would be the consequences of those rights if, upon the occasion of this transfer, proper security were not taken, to the shareholders of transferring company, against those engagements. So far, therefore, is it true that the proviso contemplated and provided for the absolute dissolution of the company, that is, in the sense of becoming defunct and released from its obligations? Is it not true that every word in the proviso contemplates the very opposite result, and is intended to guard the parties against the consequences

of handing over their property without security for its application. Now, that is manifest on every part of the deed, namely, it is said, that the directors of the company contemplating dissolution shall obtain from some other assurance company, or from the directors or managers of some other assurance company, an undertaking to pay and satisfy the remainder of the claims and demands on the company, arising from assurances and so forth. The remainder means the remainder of their contract obligations, which will not be discharged by the money in hand, which is directed to be first applied.

Well now, what would be the plain duty of the directors under this? It is said that they "shall transfer to the transferee company, or to trustees of some other such company, so much of the funds or property of the company as shall be agreed upon between the contracting parties,"—that is between the two companies—"as will be sufficient with the premiums which may become payable"—that is the annual income "in respect of all existing policies, to enable the society or company from whom or from whose directors the undertaking shall have been obtained, to comply therewith." Now, can any man who understands the meaning and force of language fail to observe that here the stipulation is that out of the property of the transferring company there shall be set apart enough to answer its liabilities, taking into consideration with the property so set apart the income derivable from the premiums on the policies transferred? Now, that would be a reasonable thing, but I do not agree, if that were done, the creditors *volentes*, would be compelled to accept it, but I do say that that is a reasonable interpretation of the terms of the deed, and a reasonable condition that ought to be complied with before a dissolution of the company *inter socios* should be made, and before the directors should attempt to transfer the property to another company. Well, now, if I were to permit for a moment the contention that this proviso contemplated absolute dissolution, by absolute, I mean dissolution *in omnibus*, as against creditors as well as partners—if I conceded that I should then say, "But were the conditions complied with?" And the conditions, obviously, were that there ought to be a valuation of the liabilities of the transferring company, and on ascertaining as to whether the property secured with the premiums would answer the liabilities of the transferring company. Nothing of this kind was done here, and unless it had been done, and *bond fide* done, and wisely done, according to the just judgment of the directors, the power of dissolution would not arise. But it is an idle thing even to rely upon that, because it is palpable, from the rest of the case, that dissolution—annihilation in the sense contended for by Mr. Fischer—is utterly excluded. For after you take the first part of the clause, and you come to the hypothesis that that has been complied with, and that property has been set apart apparently sufficient to answer the liabilities, the contingency is provided for of its not proving to be sufficient, and is a contingency that necessarily involves the idea of the continued existence of the society, of its being resuscitated for all the purposes of its business, and for the purpose of answering its liability; and, therefore, instead of its being a defunct thing emancipated from the creditors, and altogether discharged in this extraordinary way of the contracts that it had made, we find a comparatively rational course adopted for the benefit of the shareholders. We will not part with our property altogether whilst our liability continues, but if you can provide for the liability out of the portion of the property transferred, you may make the transfer, and the rest is to be paid and distributed to and among the proprietors and other holders of shares in the temporary capital of the company; that is, the temporary capital of the transferring company. And then comes the clause which utterly destroys the contention so warmly insisted upon—"Notwithstanding the dissolution of the company"; that means, notwithstanding the dissolution *inter socios*—"These presents, and the provisions herein contained, and all powers, privileges, rights, and duties of the proprietors, and other holders of shares and members" (that is in the transferring company), including the power to call and hold extraordinary general meetings, shall, until all claims and demands shall have been respectively satisfied and provided for as aforesaid, and until a final division shall have been made of the residue

of such moneys, remain and continue in full force." Now, that is until after actual payment, or until after such a provision as would amount to satisfaction. Until that has been done, with regard to every liability and every contract, there is power to rehabilitate the company, with all the powers and provisions contained in the deed of settlement, and call it into operation in order that it might be made amenable to those debts and contracts which are found to be still unsatisfied and unprovided for under the antecedent part of the deed, which requires that provision shall be made. Now, the thing to my mind is as clear as it is possible for anything to be, and that this interpretation is perfectly consistent with what is reasonable and right and might be expected, but utterly inconsistent with the extraordinary proposition that a company after it has covered itself with debts and incumbrances and contracts, is at liberty, by this proceeding behind the back of its creditors, to sweep away its property, to sell it out and out, to attack those creditors and cut the tie between themselves and the creditors, and hand over the unfortunate creditors, stripped and defrauded of everything in which they trusted, to the hands of another company, without even taking the contract between that company and the unfortunate creditors who are so committed. Now, I am told that these contentions have been found not so monstrous as they appear to be, and that they are sanctioned by two decisions to which I have been referred. Now I cannot, in my conscience, accept any decision that would be at variance with those principles. I could not subscribe to the authority of any judgment that pronounced distinctly for Mr. Fischer's proposition.

Now, with regard to the *Waterloo case*: There are indications in it that a great deal more was done than appears to have been done here. I hope that that was so. If it was so, as appears to be the case, it distinguishes the case from that which is before me, not that I should accept it even then. With regard to the other case—that before Lord Cairns—I have reason to think that his decision was founded upon the fact of property to a very considerable extent, having been handed over in such a manner as to be made available to the creditors. I have also reason to think that that case may be re-heard. But, putting those things aside if they are not well founded, I class that case with the case of the *Waterloo Company* before the Master of the Rolls, and I must with very great respect to those learned judges, refuse to adopt any such conclusions if the effect of adopting them would be to make me submit to the proposition that has been made before me. I have no difficulty, therefore, in pronouncing that the Vice-Chancellor was right. Probably I ought not to have permitted this argument by one who was a party to that order. I have no difficulty in holding that Mrs. Crabb is still a creditor of the Industrial Company, and that the Industrial Company is a living and existing company, and properly made the subject of a winding-up order. I have no hesitation in making Dr. Barnes pay the costs of this experiment. I hope the decision may be a warning to prevent other speculations of this kind being brought forward. Whether that be so or not I dismiss the application, and the costs of all three parties must come out of the Industrial Company's assets.

Solicitors, *Mercer & Mercer; Chester, Urquhart & Co.; C. Harcourt.*

APPOINTMENTS.

MR. DAVID JOHN HUBBARD, of 24, Bucklersbury, E.C. solicitor, has been appointed by the Lord Chief Justices of the Courts of Queen's Bench and Common Pleas, and by the Lord Chief Baron of the Court of Exchequer, a London Commissioner to administer oaths in their respective courts. This also includes Bankruptcy.

MR. WILLIAM AUGUSTUS RAPER, of Battle, Sussex, has been appointed a Commissioner to administer oaths in Chancery.

In the *American Contract Company v. Cross* (8 Bush, 472) the Court of Appeals of Kentucky decided that a gold watch deposited in a trunk by a traveller on a railroad is baggage, for the loss of which the carrier is liable.—*Albany Law Journal.*

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

May 23.—*Peace Preservation (Ireland) Bill*.—The Marquis of Lansdowne, in moving the second reading of this Bill, said it was a Bill to continue the *Peace Preservation (Ireland) Act of 1870*, and the *Protection of Life and Property Act, 1871*, with certain modifications. Under the former Act any newspaper which had received a "notice" in consequence of a seditious publication was liable to seizure. In the Bill it was provided that even though a newspaper might have been "noticed" before the passing of this Bill it could not be seized until after it had received a notice given after the passing of the Bill. Under the existing law the proclamation of the Lord-Lieutenant was in itself evidence of the disturbance of the district. The Bill would make it necessary for the prosecution to establish by evidence the fact that the district was in a state of disturbance. The Bill would also enable any person summarily convicted under the *Peace Preservation Act of 1870*, and sentenced to a term of imprisonment not exceeding one month, to appeal against such conviction. After various peers had lamented that the necessity existed for such a measure, the Bill was read a second time, and, the Standing Orders having been suspended for the purpose, it at once went through Committee, and was read a third time and passed.

Registration of Births and Deaths Bill.—This Bill was read a third time and passed.

Land Titles and Transfer Bill.—On the order for the second reading of this Bill, Lord Cairns said the general scheme of the Bill had his hearty support, for he recognised it as a measure for a registry of titles. A measure for the registration of assurances in this country always had failed, and in his opinion always would fail. He could not agree to that part of the Bill which dealt with cases of disability. The Bill proposed that after two years all sales of land in this country should be made in such a way as to bring the land sold upon the register of titles, or, otherwise the sale should not be valid in law; but this compulsion was not applied to land that was not sold. Very little would be gained by the contemplated compulsion, because comparatively little land changed hands in a year, or in a few years. Dealers with large estates could take care of themselves, but in sales of an acre or two there would be hardship involved in compulsory registration, particularly if resort must be had to a London office. He was not satisfied with the machinery by which the Bill was to be worked. Practically, the whole of the registration of titles must be done under and by the registrars to be appointed under the Act. He did not observe that any definition whatever was given in the Bill as to the qualification of the registrar. It appeared from the 154th clause that every question of law which could possibly arise before the registrar was to be referred by the registrar, or the parties, to the Court of Chancery. He believed it was impossible to have any system of registration of titles unless they had some person or court of sufficient authority to decide questions of law which would arise. What was to be the extent of the registrar's authority locally in regard to England generally? Was the work in the country to be done by assistant-registrars, and were the assistant-registrars to be as competent men as the registrar, or were they to be less qualified? According to the 32nd clause, the registrar—after examining title deeds, if he should be of opinion that the title thereby shown was valid and good for the purpose of holding the land to which it related—after 20 years was to have the power of certifying the title as absolute. He could not conceive any provision more violent in its operation. The provisions in the Bill with respect to boundaries seemed very dangerous. By clause 16 the registered owner was to be taken to have an absolute power of selling the land discharged of all trusts, and persons were to protect themselves by caveats. He admitted that that was a proper system to proceed upon, but he found in the 41st section that, except in case of fraud, the purchaser from such registered proprietor was not to be affected by any notice of any trust or unregistered interest. There was another proposal which seemed to be attended with much danger—namely, that which related to the question of judicial sales. He

objected to allowing persons with however small an interest to come to the court and ask to have the land turned into money. He did not clearly understand the power it was proposed to give the county courts under the Bill, but protested against their giving certified titles. He suggested that the Bill should be handed to two eminent conveyancers for revision in detail.—The Earl of Powis suggested amendments with regard to dealings in mines and tithes.—The Lord Chancellor said his special object in shortening the period of limitation was to afford an inducement to the clearance of titles placed upon the register. He regretted that his noble friend should object to the 32nd clause, for enabling the registrar to accept as absolutely good what were there called 'good holding titles;' for it was, he believed, the opinion of most persons who had considered the subject of registration that something less than the strictness of the present legal requirement was absolutely necessary. As to the question of boundaries, these provisions of the Bill might easily be amended. So with respect to the machinery of the Bill. He quite agreed that the registrar should be a person able to discharge functions substantially of a judicial character; and it was quite open to consideration whether his name should not be altered, and some of the powers of the Court of Chancery intrusted to him. With regard to judicial sales in the case of complicated titles, the clauses in the Bill were substantially the same as clauses which his noble and learned friend himself formerly considered necessary; and as to county courts, he agreed that their assistance should not be resorted to, except mainly for ministerial purposes. There might be some advantage in reconsidering the provisions relating to tithes and mines, and in the case of enclosures. It might deserve consideration whether some such reference to competent persons as that described by his noble friend might not be followed with advantage. He would undertake to consider this recommendation. The Bill was read a second time.

Real Property Limitation Bill.—This Bill was also read second time.

The Sites for Places of Religious Worship Bill was recommitted, in order that amendments might be inserted.

The Superannuation Act Amendment Bill was also read a third time and passed.

May 26.—*The Vagrants Law Amendment Bill* passed through committee.

The Fairs Bill also went through committee.

HOUSE OF COMMONS.

May 23.—*The New Courts of Justice.*—Mr. Gregory called attention to the delay in the construction of the new Courts of Justice. It was expected that the building would be started in March last, but he now understood that no contract had been accepted, and that there was no immediate prospect of any contract being accepted. The money that was voted in 1865 and 1867 for the construction of the new courts had remained unproductive ever since, with the exception that a concrete foundation was commenced. During the last five years the interest on that money, amounting, at the rate of £30,000 a year, to £150,000, had been lost. By the provisions of the Act of 1865 the Government were bound to pay all the rates and taxes to which the houses which had been removed from the site were subject, and as those rates and taxes amounted to £9,000 a year or more, making for the five years £45,000, a sum of about £200,000 had been substantially wasted.—Mr. Osborne Morgan said that though the babe unborn might, perhaps, practise in the new courts, he himself despaired of doing so.—Mr. Hinde Palmer said that to look at the site one would almost say that the property had "got into Chancery."—Mr. Ayrton defended the conduct of the Office of Works in the matter, and traced the history of the subject. He did not anticipate that they would need to delay the construction of this building beyond a few weeks, in order to settle the questions which were now under consideration. When he had arrived at a result, he would be prepared to state that result in a perfectly intelligible manner; and when an estimate was brought forward any hon. member would have it in his power to take the opinion of the House respecting it before any action was taken upon

it, or any expenditure incurred.—Mr. Goldsmid pointed out that if Mr. Street were called upon to cut out the central hall in order to reduce the cost of the building, much further time would be lost—probably another year—besides the diminished accommodation. The loss of that year would involve a loss of £40,000 in interest, and of £9,500 a year paid in rates.

Register for Parliamentary and Municipal Elections Bill, as amended, was considered.—Mr. James moved an amendment to clause 32, with a view to removing the disqualification of town clerks to act as agents of candidates, which was carried by 44 to 11.

The Municipal Corporations Evidence Bill was read a third time and passed.

May 26.—*The Alabama Indemnity.*—On the question that a sum of £3,200,000 be granted in payment of the Alabama Claims, Mr. Bentinck rose to call attention to the subject. He contended that the Government had committed a double mistake; they relinquished an impregnable position, and supposed that the process of arbitration would lead to a permanent state of good feeling and friendship between the two countries.—Mr. Gregory traced the course of the negotiations from the beginning as given in the official correspondence, and expressed his belief that if her Majesty's Government had adhered to the line originally adopted by Lord Derby and Lord Clarendon, and insisted on a clear basis being laid down for any treaty which might be concluded, much of the difficulty and the unfriendly discussion which had occurred between the two countries would have been avoided.—Mr. Anderson asked Sir S. Northcote to explain what had never yet been explained—why the surrender of General Lee was taken to be the end of the war, after which no claims by British subjects were allowed to be brought forward.—Sir S. Northcote said he doubted whether any claims had been excluded that would have been admitted if a later date had been taken. He pointed out that the Commissioners were at the end of a telegraph wire, every stage in their proceedings was reported home, and they received from time to time communications from her Majesty's Government which, although they had plenipotentiary powers, they felt themselves bound to obey. He maintained that the rules adopted went very little beyond what he believed was acknowledged to have been international law at the time when the Act of 1870 was under discussion.—Mr. Gladstone said that in the opinion of competent persons the award made at Geneva was not either in whole or in part due to the operation of the three rules. If the three rules had not been included in the treaty the award would have been the same. Supposing, however, that the three rules were responsible for the award, they were not as regards us an *ex post facto* law. We deemed that they formed part of the international law at the time the claims arose, but we never deemed that they constituted part of our own obligation. They were merely a new form of expression given to that which we had recognised as part of our own duty.

Juries (Ireland) Bill.—The Marquis of Hartington, in moving the second reading of this Bill, said its object was to carry out the recommendation of the Select Committee by raising the qualification of special and common jurors in Ireland. The measure was only a temporary one, and would in no way interfere with the power of Parliament to deal with the whole subject on some future occasion. The Bill was read a second time.

The Register for Parliamentary and Municipal Electors Bill was read a third time and passed.

The Conveyancing (Scotland) Bill.—The House went into Committee on this Bill.—On clause 12, Mr. Gordon proposed to amend the clause by extending the time required to establish the prescriptive title of the heir in possession from 10 to 20 years after registration of his title.—The Solicitor-General pointed out that the Bill would leave the period in Scotland for the stranger the same as that in England, which it was now proposed to reduce by one-half; and, as Scotland possessed an advantage over England in its registry, surely the period for the heir in possession might be reduced to ten years. The amendment was negatived and the other clauses of the Bill were agreed to.

SOCIETIES AND INSTITUTIONS.

LAW ASSOCIATION.

The annual general court was held at the hall of the Incorporated Law Society on Thursday last. Mr. Desborough (chairman), and Messrs. Steward, Whyte, Kelly, Carpenter, Sidney Smith, Giraud, W. S. Masterman, Proudfoot, Finch, J. R. Adams, Drew, Boodle (secretary) and others being present. It appeared by the report that twenty-six cases of widows and children of deceased members had during the past year been relieved by the distribution among them of £1,280, that during the same period twenty-nine cases of non members' widows and children had received the sum of £273, and that the association possessed a capital of £33,342; also that nineteen members during the past year had died, of whom nine were life members and ten were annual members, and that eleven new members had joined the association. The following officers were re-elected, viz., president, Lord Hatherley; vice-presidents, Lords Chelmsford and Romilly; and treasurers, Mr. Lawrence Desborough and Mr. Samuel Steward. A vote of thanks to the chairman, the directors, and the auditors terminated the proceedings.

LAW STUDENTS' SOCIETIES' CONGRESS.

On 21st and 22nd May the second annual congress of these societies was held at the Law Institution, Chancery-lane; Mr. Shaen, president, in the chair. After the report had been read, the President delivered the opening address. He said he believed that these societies were calculated to do great good, and that they would prove useful to the profession, and to the public generally. Mr. J. T. Woodhouse (Hull) read a paper "On the Present and Future of Legal Education," maintaining that the scheme of legal education proposed by the Inns of Court was insufficient. It left the professors in a precarious position, and proposed to give them inadequate salaries. But its essential defect was that it sought to establish an organization for teaching law confined to students for one branch of the profession only. He advocated the establishment of provincial schools in connection with a central school in London. Mr. Bate-man (Manchester) read a paper "On Provincial Law Schools." Mr. Woodhouse said it was the intention of Mr. Ward (Exeter) to move the following resolution, but, as he was not able to leave his house, he begged to move it for him:—"That, in the opinion of this congress, the scheme of education recently put forward by the Inns of Court is entirely inadequate to supply an efficient School of Law; and this congress gives its cordial support to the Legal Education Association, and trusts that it will continue to use every effort to carry out the objects for which it was established." Mr. W. M. Roche (Norwich) seconded the resolution. Mr. J. Indermaur (London) moved as an amendment that all the words after "that" to the word "and" be omitted from the resolution. Mr. Indermaur thought that the congress was going beyond its proper sphere in interfering with the schemes of other bodies. Mr. T. W. Ratcliff (London) seconded the amendment. Mr. W. L. Gane (London) supported the original resolution, as did Mr. A. D. Townsend (Liverpool). Mr. H. Parish (Birmingham) suggested the following resolution, "That this congress gives its support to the main principle of the Legal Education Association." He could not support the original resolution in its entirety. Mr. Budge (Bristol) supported the original motion. Mr. Nicholls (London) supported the amendment. Mr. Cook (Hull) said that the present system afforded ample means of obtaining a sound legal education to those who desired to acquire it, and he would move an amendment to that effect. Mr. Spink (Hull) took the same view. Mr. Warner (Southampton) supported the amendment, as did Mr. Canning, of Birmingham. Mr. Whittingham thought the original motion would meet the views of the majority of the congress if the last part of it were omitted. Mr. Dickinson (Leicester) supported the original motion. The Chairman, in winding up the discussion, said that in his opinion the congress was justified in pronouncing an opinion on the scheme of the Inns of Court; and with regard to the resolution, if they agreed in the second part, they were bound to agree to the first, for one was a consequence of the other. Mr. Woodhouse replied. Both amendments were then put and lost, and the original motion was carried by 19

to 4.—At the evening sitting papers were read by Mr. J. Nicholls, "On the Necessity for Service under Articles;" by Mr. P. W. Drummond (London), "On Suggestions for Reform Relating to Service under Articles of Clerkship;" and by Mr. W. S. Holden (Liverpool), "On Legal Reform as Affecting the Articled Clerks."

At the second day's meeting Mr. J. M. Clabon, solicitor, of Great George-street, was in the chair, and in the course of his remarks in opening the proceedings, said that in their branch of the profession education was too much directed to study, while too little attention was paid to teaching the pupil what was the duty of a solicitor to his client. Mr. A. Canning (Birmingham) then read a paper "On a Suggested Course of Study to be Pursued under Articles." Mr. J. Cook (Hull) followed with a paper "On the Examinations of the Incorporated Law Society," suggesting the foundation of a prize fund. Mr. G. P. Spink (Hull) moved the following resolution:—"That, considering the increasing demand for general and technical education, the examinations imposed by the Incorporated Law Society do not, in the opinion of this congress, afford a sufficient guarantee to the public that members of the profession possess that sound general knowledge, and that reasonable acquaintance with the principles and practice of the law, which their professional duties demand." Mr. Spink urged that the standard at present required ought to be raised, that the present system was not uniform, and did not afford a sufficient test for a sound education. Mr. Woodhouse (Hull) seconded the resolution, and added that the present examination might remain as it was for passmen, but ought to be extended for honours. Mr. Warner (Southampton) moved an amendment to the effect that the examination required by the Incorporated Law Society was insufficient; that it should be competitive; that the preliminary examination should be raised to a standard equal to the London matriculation; that in the final, the candidate should be compelled to pass an examination in bankruptcy and criminal law, besides the usual examination in common law, real property, and equity. Mr. Pope (Exeter) seconded the amendment. Mr. H. White (London) said he could neither support the motion nor the amendment. Mr. Bryan (Manchester) opposed the amendment. Mr. Nicholls (London) was surprised to hear the slur which had been cast on bookkeeping. He believed it was a most valuable part of a solicitor's information. Mr. Tasman (London) would oppose both motion and amendment. He did not know what all this learned stuffing was wanted for in the case of solicitors. Theirs was essentially a business, and all they wanted was a knowledge of that business. Mr. Canning (Birmingham) would vote against the motion and amendment. Mr. Parish (Birmingham) doubted whether it was wise to raise the standard of examination. It seemed to him to be something like cutting a rod to lay on their own backs. Mr. Spink replied. The Chairman said he was glad he had not heard a word uttered during the discussion in disparagement of the members of the Incorporated Law Society. As to the want of uniformity, that arose from the way in which the examinations were conducted—half the council taking them one year, and half taking them next year. He had no objection to see the range of study extended, but for the present he thought it was sufficient as it stood. He should bring the whole subject before the council in a definite way. The amendment was then put, and only four hands were held up in its favour, and was declared to be lost. Mr. Blunt (Hull) then moved the following amendment:—"That the congress, whilst of opinion that the preliminary examination should be made more severe, and that no clerk should be exempted therefrom unless he has passed another examination of equal value, thinks that the intermediate and final examinations do afford a sufficient guarantee to the public that members of the profession possess that reasonable acquaintance with the principles and practice of the law which their professional duties demand." After some discussion the amendment was put and carried by 14 to 6. The same amendment, now become the original motion, was put and carried by the same majority. The congress then adjourned.

At the evening sitting, Mr. Fowler (Norwich) moved the following resolution:—"That, in the opinion of this congress, having regard to the importance of the final examination and the number of the subjects examined in, it is desirable to extend the time devoted to the examination." Mr. C. G. Boxall (Brighton) moved—"That, in the opinion of this congress, until a radical change has been effected in the present systems of legal education, any

amalgamation of the two branches of the profession would be prejudicial to the interests of both branches, and extremely disadvantageous to the public." A long discussion ensued on both papers; after which the congress closed with an address and a vote of thanks to the Chairman.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, May 30, 1873.

3 per Cent. Consols, 92½	Annuities, April, '85 92½
Ditto for Account, June 3, 94	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 2 dis.
New 3 per Cent., 92½	Ditto, £500, Do — 2 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 245
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. 74, 205	Ind. Inf. Pr., 5 p Ct., Jan. '73
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 105
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 104½	Do. Do. 5 per Cent., Aug. '73 101
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Rs faced Ppr., 4 per Cent. 96½	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	112
Stock	Caledonian	100	96½
Stock	Glasgow and South-Western	100	128
Stock	Great Eastern Ordinary Stock	100	41½
Stock	Great Northern	100	126½
Stock	Do., A Stock	100	137
Stock	Great Southern and Western of Ireland	100	114
Stock	Great Western—Original	100	124½
Stock	Lancashire and Yorkshire	100	150
Stock	London, Brighton, and South Coast	100	70½
Stock	London, Chatham, and Dover	100	35
Stock	London and North-Western	100	147
Stock	London and South Western	100	106
Stock	Manchester, Sheffield, and Lincoln	100	79
Stock	Metropolitan	100	72½
Stock	Do., District	100	39½
Stock	Midland	100	137
Stock	North British	100	68
Stock	North Eastern	100	160
Stock	North London	100	119
Stock	North Staffordshire	100	70
Stock	South Devon	100	72
Stock	South-Eastern	100	100½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate has not been altered. The proportion of reserve to liabilities has risen from under 33 per cent. to close upon 35 per cent., and there is an increase of bullion amounting to £128,688.

At the end of the last week the railway market was dull, and Lancashire and Yorkshire were 2 lower on Friday, and they fell 1 again on Saturday, on the report of the failure of the amalgamation of that company with the London & North Western. On Thursday an improvement in the market was reported.

The feature of the week in the foreign market has been the rise in French securities which followed the announcement of the elevation of Marshal MacMahon to the Presidency. On Thursday the French scrip again rose 1 per cent.

COURT PAPERS.

SUMMER CIRCUITS.

HOME.—Martin, B., and Pigott, B.
MIDLAND.—Pollock, B., and Honyman, J.
NORFOLK.—Bramwell, B., and Mellor, J.
NORTHERN.—Brett, J., and Quain, J.
OXFORD.—Denman, J., and Archibald, J.
WESTERN.—Kelly, C.B., and Lush, J.
NORTH WALES.—Cockburn, C.J.
SOUTH WALES.—Grove, J.
Bovill C.J., remains in town.

THE ANGLO-AMERICAN MIXED CLAIMS COMMISSION.—It is announced that the Anglo-American Mixed Claims Commission has closed its Spring session at Washington, and

well re-assemble at Newport for the Summer session on the 5th of June, the labours being well advanced towards completion, 357 cases being decided, and but 140 unadjudicated cases remaining on the docket.

PROGRESS.—It is stated that on Monday last Vice-Chancellor Malins disposed of between sixty and seventy petitions and short causes.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 21.—By Messrs. JONES & RAGGET.

Bucks, Totteridge.—Little Totteridge Farm, containing 25a. 2r. 20p.—sold for £3,200.

By Messrs. GADSDEN, ELLIS & Co.

Maidenhead, near.—Freehold farm, containing 179a. 0r. 25p.—sold for £9,900.

White Waltham.—Villa residence, Lane House—sold for £970.

Harrow-on-the-Hill.—An enclosure of building land, containing 39a. 1r. 10p.—sold for £8,000.

Paddington.—Improved grounds rents of £281 per annum—sold for £3,455.

May 22.—By Messrs. HARDS & VAUGHAN.

Blackheath.—The Pagoda Cottage, with stabling and pleasure grounds—sold for £2,725.

Islington.—Nos. 5 and 6, Roman-road, term 85 years—sold for £550.

Notting-hill.—No. 170, Lancaster-road, term 90 years—sold for £600.

By Messrs. C. C. & T. MOORE.

Mile-end.—No. 15, Essex-street, freehold—sold for £205.

Stratford.—A plot of land in Earl-street—sold for £140.

May 23.—By Messrs. RUSHWORTH, ABBOTT & Co.

Mayfair.—No. 39A, Curzon-street, long leasehold—sold for £2,560.

No. 43, Green-street, term 12½ years—sold for £2,200.

A range of stabling in Grantham-place and Brick-street, term 10 years—sold for £1,070.

Portman-square.—No. 40, Gloucester-place, and No. 9, Spring-mews, term 30 years—sold for £1,510.

By Messrs. NORTON, TRIST, WATNEY & Co.

City.—Nos. 170 and 171, Bishopsgate-street Without, and Nos. 55 to 58, Half Moon-street, freehold—sold for £7,000.

Clapham-common.—No. 6, Church-place, freehold—sold for £1,540.

Another freehold residence in Church-place—sold for £1,400.

Strand.—No. 401, freehold—sold for £2,540.

Regent-street.—No. 7, Hanover-street, freehold—sold for £3,050.

May 27.—By Messrs. DEBENHAM, TEWSON & FARMER.

Essex, Great Parndon.—Enclosures of freehold land, containing 6a. 2r. 27p.—sold for £150.

By Messrs. BROAD, FRITCHARD & WILTSHIRE.

Putney.—Nos. 24 and 25, College-street, freehold—sold for £1,000.

Addiscombe.—No. 3, Outram-villas, freehold—sold for £800.

House adjoining—sold for £590.

Marlborough-house, with stabling, freehold—sold for £1,420.

St. John's-wood.—Nos. 11 and 13, Clifton-road East, term 65 years—sold for £1,380.

Nos. 17, 19, 21, 23, and 25 same road—sold for £3,160.

By Messrs. BEADEL.

Camden-town.—Nos. 13 and 27, Great Randolph-street, freehold—sold for £800.

No. 26, term 60 years—sold for £220.

Ball's Pond-road.—No. 54, King Henry's-walk, freehold—sold for £305.

Kingsland.—Nos. 2 and 3, Frederick's-place, freehold—sold for £680.

Nos. 5 to 10, Maria-street, freehold—sold for £1,500.

No. 56, Kingsland-road, freehold—sold for £800.

Shoreditch.—Nos. 20 and 21, Bateman's-row, and No. 36, New Norfolk-street, freehold—sold for £600.

A block of freehold premises in King John's-court—sold for £1,600.

No. 40, New-inn-yard—sold for £990.

Dalston.—Two plots of building land—sold for £200.

May 29.—By Messrs. BEADEL.

Essex, near Brentwood.—Old England's farm, containing 173a. 1r. 22p., freehold—sold for £4,900.

Herts, Cheshunt.—Burton Grange and 32a. 1r. 8p.—sold for £4,150.

By Messrs. WOOD, LANGRIDGE & Co.

Kent—Stowing Cage Farm, containing 132a. 3r. 31p., freehold—sold for £2,830.

Grosvenor-square.—No. 26, Brook-street, the Haunch of Venison public-house—sold for £3,200.

Regent-square.—Freehold ground-rents of £38 per annum—sold for £1,055.

A ditto of £24 per annum—sold for £640.

Freehold ground-rents of £81 10s. per annum—sold for £1,860.
Euston-road.—An improved ground-rent of £48 per annum,
term 33 years—sold for £655.

By Messrs. EDWIN FOX & BOUSFIELD.

Hampstead.—West-end, six plots of building land—sold for
£1,080.

Four plots—sold for £660

AT THE GUILDHALL TAVERN.

May 21.—By Mr. H. E. MARSH.

Haverstock-hill.—Nos. 1 to 4 Haverstock-grove, and a plot of
land, term 60 years, also three policies of £200 each—sold for
£1,200.

Piccadilly.—No. 130, term 12 years—sold for £1,850.

A range of stabling in rear—sold for £650.

Portman-square.—No. 19, Upper Berkeley-street, term 15 years
—sold for £940.

No. 13, Cumberland-mews North, same term—sold for £165.

Nos. 76 and 78, Kennington-park-road, term 58 years—sold for
£1,060.

Four shares in the Vauxhall-bridge Company—sold for £116.

Drury-lane.—A renter's share—sold for £112.

May 29.—By Mr. H. E. MARSH.

Manchester-square.—No. 23, Duke-street, term 53 years—sold
for £920.

AT THE CHEQUERS INN, NEWBURY.

May 23.—By Messrs. FARREBROTHER, CLARK & Co.

Hants, near Newbury.—Hilliers Farm (part of), with residence
and 33a. 3r. 8p.—sold for £1,940.

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

COLES.—On May 24, at Claremont House, Eastbourne, the wife
of John Henry Campion Coles, solicitor, of a daughter.

GRAHAM.—On May 15, at 21, Ladbroke-grove, Notting-hill, the
wife of William Graham, barrister-at-law, of a son.

MILLER.—On Friday, May 30, at Clonard, Watford, the wife of
Alexander Edward Miller, Q.C., of a daughter.

MARRIAGES.

WOOD—WATKINS.—On May 13, at the parish church of St.
Mary, Chepstow, James George Wood, Esq., M.A., LL.B., of
Lincoln's-inn, barrister-at-law, to Marian Cordelia, youngest
daughter of George Watkins, Esq., of Guy House, Chepstow,
Monmouthshire.

DEATHS.

BOUSFIELD.—On May 24, at Newcastle-on-Tyne, William
Cheek Bousfield, solicitor, aged 52.

JENKINSON.—On May 19, at 24, Phillimore-gardens, Kensington,
in his 34th year, Arthur Cooper Jenkinson, Esq., eldest
son of C. T. Jenkinson, Esq., of Corbet-court, Gracechurch-
street.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, May 27, 1873.

Fox, John, and Samuel John Robinson, Gresham-house, Attorneys and
Solicitors. April 28

Winding up of Joint Stock Companies.

TUESDAY, May 20, 1873.

LIMITED IN CHANCERY.

Peninsula Company (Limited).—Petition for winding up, presented May
16, directed to be heard before V.C. Malins, on May 30. Hillyer and
Co., Fenchurch st, solicitors for the petitioners.

TUESDAY, May 27, 1873.

UNLIMITED IN CHANCERY.

Kenington Station and North and South London Junction Railway
Act, 1859.—Petition for winding up, presented May 23, directed to be
heard before Vice-Chancellor Malins, on June 6. Young and Co,
Midland's court, Fenchurch, solicitors for the petitioners.

Tamar, Kit Hill, and Callington Railway Company.—Creditors are re-
quired, on or before July 1, to send their names and addresses, and
the particulars of their debts or claims, to Henry Spain, Gresham
buildings, Basinghall st. Tuesday, July 15, at 12, is appointed for
hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, May 20, 1873.

Alexander, John Richard. Portsmouth. Commander R.N. June 15.
Hubbard v Alexander, V.C. Bacon. Graham, Mitre court, Temple
Cow n, Elizabeth, St. Michael's rd. Stockwell, Spinster. June 15.
Mesterman v Chapman, M.R. Kinsey and Ade, Bloomsbury place
Simpson, John, Newcastle-upon-Tyne. June 21. Spoor v Simpson,
V.C. Wickens. Robson, Gateshead-upon-Tyne

FRIDAY, May 23, 1873.

Windham, Stuart Smith, Sussex House, Hammersmith, Esq. June 9.
Windham v Windham, V.C. Bacon. Dumville and Co, New square,
Lincoln's inn

TUESDAY, May 27, 1873.

Hall, Eliza, Shipley, York, Widow. June 30. Hall v Hall, V.C.
Wickens. Humble, Bradford

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, May 20, 1873.

Adey, Daniell Goodson, Markate Coll. Herts, Esq. June 21. Wright
and Turner, Wotton-under-Edge
Bell, William, Woburn place, Russell square, Esq. July 1. Leafe,
Lincoln's-inn fields
Carruthers, Joseph, Portland, Dorset, Surgeon. June 15. Hare,
Melcombe Regis
Clark, Eliza, Bath, Widow. June 20. Phelps and Co, Red Lion
square
Clements, Thomas, Rochester, Kent, Builder. June 30. Essell and Co,
Rochester
Collings, Jane, Inverness gardens, Kensington, Widow. June 30:
Collins, Wisbech
Eden, Nancy, Gateshead, Durham, Publican. June 30. Daglish and
Stewart, Newcastle-upon-Tyne
French, Eljah, Witney, Oxford, Builder. June 20. Westell, Witney
Gammell, Mary, West Derby, near Liverpool, Spinster. June 23.
Morecroft, Liverpool
Higgins, Alfred, London, Metal Merchant. July 1. Morecroft, Liver-
pool
Howlett, John, Bowthorpe, Norfolk, Esq. Aug 1. Howlett, Wymond-
ham
Hungerford, Henry Hungerford Holdich, Market Harborough, North-
ampton, Esq. July 16. Capron and Co, Savile place, Conduit st
Jenkins, Rev John Clarke, Braunston, Hants. June 30. Bloxam,
Rugby
Knight, Thomas, Chertsey, Surrey, Builder. July 16. Gwillim,
Chertsey
Knox, Brownlow William, Wilton crescent, Belgrave square, Esq.
June 30. Bloxam and Co, Lincoln's inn fields
Lyles, Thomas William, Great Abington, Cambs, Farmer. July 17.
Eason and Co, Cambridge
Marsall, Phoebe, Turner's Mill, Cheshunt, Herts, Spinster. July 1.
Turner and Co, Lincoln's inn fields
Morton, George, Bolton-le-Sands, Lancashire, Esq. July 1. Maxted
and Gibson
Powell, Thomas, Bage, Madeley, Hereford, Gent. Aug 1. Humphys,
Hereford
Richey, Jeremiah, Dean st, Soho, Licensed Victualler. June 24.
Blackford and Richey, Great Swan alley, Moorgate st
Riddle, Herbert, Bristol, Gent. Aug 1. Brittan and Co, Bristol
Rutland, George Henry, Great Yarmouth, Norfolk, Gent. June 23.
Bailey and Co, Berners st
Schwartz, John Ferdinand, Little Queen st, Westminster, Civil
Engineer. June 24. Hopgood, Whitehall place
Smith, Eliza Jane Howard Sreen, Mornington crescent, Widow. June
26. Bailey and Co, Berners st, Oxford
Stobbs, James William, Harrow-on-the Hill, Colonel. June 16.
Duncan and Merton, Bloomsbury square
Walgrave, Charles William, King's rd, Chelsea, Esq. June 24.
Graham, Mitre court chambers, Temple
Wear, Susannah, Scarborough, York, Widow. June 28. Moody and
Co, Scarborough
Wear, William, Scarborough, York, Shipowner. June 28. Moody and
Co, Scarborough

FRIDAY, May 23, 1873.

Adams, William Trask, Piddletown, Dorset, Yeoman. July 21. Leigh,
Beaminster
Boly, Charles, Alton Hall, Stutton, Suffolk, Farmer. June 20.
Westhorpe, Ipswich
Britten, Charles, Northampton, Attorney-at-Law. June 24. Deacon
and Co, Paul's Churchyard, Doctors commons
Costa, John Samuel, St Mary Axe, Clothier. July 1. Pass, Pancras
lane, Queen st
Fletcher, George Paul, Southampton. July 1. Benjamin Hayden, Nun
court
Foster, Richard Carnaby, Whitehouse, near Gateshead, Durham,
Land Agent. July 7. Forster and Co, Newcastle-upon-Tyne
Goose, John, Birmingham, Retail Brewer. Aug 15. Minshall,
Birmingham
Hall, Thomas, Newcastle-upon-Tyne, Chemist. June 30. Daglish
and Stewart, Newcastle-upon-Tyne
Harrison, Joseph, Bradford, York, Woolstapler. July 1. Green
Bradford
Hawkins, Samuel, Brighton, Sussex, Gent. Aug 1. Clarke and
Howlett, Brighton
Hayerott, Nathaniel, Leicester Baptist Minister. June 30. Turner,
King st, Cheapside
Helden, Thomas, Manchester, Gent. July 15. Cooper and Sons, Man-
chester
Holloway, Anne Wallace, Hastings, Spinster. July 1. Hill and Co,
Pavilion parade, Brighton
Horn, William Ibbotson, Sheffield, File Manufacturer. June 24. Wild
and Co, Ironmonger lane, Cheapside
Keirle, Amelia (and not Kevie, as in Gazette of 6th instant),
Boundary rd, St. John's Wood, Spinster. June 30. Griffiths and Co,
Birmingham
Langlands, Susan, Marylebone rd, Spinster. June 30. Maegregor,
Bloomsbury square
Lea, Rev. Abel Humphrys, Lighthorne, Warwick. July 1. Hunt,
Stratford-upon-Avon
Ockwell, Mary Ann, Candle Green, Brimsfield, Gloucestershire, Widow
July 14. Mullings and Co, Cirencester
Paddon, Sarah Selina, Plymouth, Devon, Spinster. July 7. Gibson
and Moore, Plymouth
Parsons, George, Brighton, Sussex, Seedsman. Aug 1. Clarke and
Howlett, Brighton
Fugh, Ann, Churchstoke, Montgomery, Widow. Aug 2. Arrowsmith
and Richardson, Thirsk
Robinson, William, Headingley, near Leeds, Commercial Traveller.
July 1. Rider, Leeds
Smith, Eliza, Brighton, Sussex, Spinster. June 24. Woods and
Dempster, Brighton
Stephoe, Martha, Bryan place, Islington, Herbalist. June 20. Sies and
Co, Parish st, Southwark

Turnbull, Samuel, Southport, Lancashire, Gent. July 1. Cooper and Sons, Manchester.
Williams, Philip Henry, Barford, Salop, Esq. July 10. Williams, Mounmouth

TUESDAY, May 27, 1873.

Abbey, Mary, Ribstone Little, York, Widow. July 5. Barr and Co, Leeds.
Acton, Maria Ann, Buckland, Berks, Widow. July 10. Ward and Co, Gray's inn square
Adams, William Trask, Piddletown, Dorset, Yeoman. July 21. Leigh, Braminster
Bird, Philip, King's Lynn, Norfolk, Gent. June 30. Nurse and Son, King's Lynn
Candler, Ambrose Hardy, West Drayton, Middlesex, Grocer. July 1. Candler, Twickenham
Clark, John, Southbridge, Hertford, Farmer. June 30. Richardson, Great Hildum
Clavering, Sir W. A., Axwell Park, Durham, Baronet. July 1. Clayton, Newcastle-upon-Tyne
Clench, William, Tyer's Gateway, Bermondsey, Skin Salesman. July 7. Gibson, Dorford
Day, Mary, Worcester, Widow. July 25. Wool, Worcester
Foster, John Turner, Barret, Herts, Esq. June 30. Rivington and Son, Finchchurch buildings
Fritchley, Thomas Heage, Derby, Gent. June 10. Stone, Wicksorth
Gibson, Robert Birtley, Durham, Licensed Victualler. June 20. Kennir, Gateshead
Goodall, Richard Marsten, near Huddersfield, Farmer. Aug 23. Bottomley, Huddersfield
Healey, Thomas, Ebbw Vale, Monmouth, Butcher. July 23. Colborne and Ward, Newport
Henshaw, Mary Eliza, West Ham, Essex, Spinster. July 3. Prantice, Whitechapel rd
Hird, Thomas, Smallhouse, York, Farmer. June 25. Robinson
Mather, Emanuel Bailey, Manchester, Coach Builder. July 12. Addleshaw and Warburton, Manchester
Moore, Thomas, Old Hall, Llanvihangel, Radnor, Esq. Aug 6. Stephen, Presteign
Murchison, Roderick Maingy, Bath, Somerset, Retired Captain. July 14. Twoelle, Lincoln's inn fields
Palmer, John, Throcking Hall, near Buntingford, Herts, Commercial Traveller. July 12. Howard and Gillespie, Old Broad st
Pitt, Isaac Burgess, L. Amington Priors, Warwick, Gent. July 12. Chambers and Chambers, Brighouse
Ramsden, John, Halifax, Yorkshire, General Agent. July 1. Lawton, Halifax
Reedall, Sarah, Sheffield, Spinster. July 7. Farnie and Son, Sheffield
Salisbury, Samuel Priestley, Charlton Lodge, Northampton, Esq. July 6. Williamson and Co, John st, Bedford row
Stubbs, Sarah, Grange Town, Llandaff, Glamorgan. June 30. Bradley, Cardiff
Swain, Stephen, Ridge, Herts, Farmer. June 24. Bagg and Edwards, St Alban
Sweeting, Roberson, Crayford, Kent, Gent. July 1. Surridge and Hunt, Romford
Teuch-Hecker, Charles Higginson, Folkestone, Kent, Colonel. July 6. Wightwick, Folkestone
Townsend, Charles Philip, Queen's rd, Dalston, Warehouseman. July 23. Bilton, Coleman st
Vernell, John, Thomas Ditton, Surrey, Gent. June 30. Kennedy and Hughes, Chancery lane
Villar, Rev John Gaspar, Hoggestone, Bucks. July 24. Lawrence, Cirencester
Walker, William, Belgrave terrace, Upper Holloway, Gent. July 15. Edell, King st, Cheapside
Webster, Abraham, Leeds, Merchant. Aug 1. Barr and Co, Leeds
Weigall, Thomas, Mansell villa, Wimbledon, Esq. June 30. Bell and Newards, Lincoln's inn fields
Woodcock, Mary, Clapham Rise, Spinster. June 24. Robinson, Lawrence lane

Bankrupts.

TUESDAY, May 20, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dods, Charles Napier, Newgate st, Tailor. Pet May 17. Roche. June 5 at 11
Phillips, John, Auckland hill, Lower Norwood, Builder. Pet May 6. Hazlett. June 4 at 11

To Surrender in the Country.

Hodgkin, Thomas Westworth, Manchester, Cloth Agent. Pet May 16. Kay. Manchester, June 12 at 9.30
Smith, Richard, Northampton, Builder. Pet May 17. Dennis. Northampton, June 7 at 11

FRIDAY, May 23, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Youngman, Samuel, Old st, St Luke's, Timber Merchant. Pet May 20. Roche. June 5 at 12

To Surrender in the Country.

Barrett, William Frederick, Bristol, Tailor Melter. Pet May 15. Harley, Bristol, June 14 at 12
Beak, Alfred, Middlesex, Somerset, Boot Maker. Pet May 15. Lovibond. Bridgewater, June 4 at 10
Douglas, Alfred Pecknell, Liverpool, Draper. Pet May 20. Hime. Liverpool, June 9 at 2
Firth, Henry, West Croydon, Surrey, Gent. Pet May 16. Rowland. Croydon, June 6 at 2
Green, John, Birmingham, Boot Manufacturer. Pet May 19. Chauntler. Birmingham, June 10 at 3
Greenwood, William, Halifax, York, Cotton Doubler. Pet May 17. Alexander. Halifax, June 5 at 11

Henson, Charles Edward, Kingston-upon-Hull, Ship Broker. Pet May 19. Phillips. Kingston-upon-Hull, June 4 at 14
Houshen, James, Downham Market, Norfolk, Draper. Pet May 21. Partridge. King's Lynn, June 14 at 12
Page, Thomas, Golear, near Huddersfield, York. Pet May 20. Jones. Huddersfield, June 6 at 11
Reid, Thomas James, Devonport, Devon, Innkeeper. Pet May 19. Feca. East Stonehouse, June 7 at 11
Ruddick, James, Wigan, Lancashire, Draper. Pet May 19. Woodcock. Wigan, June 9 at 12.30

TUESDAY, May 27, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Bridge, Henry Nelson, Middlesborough, York, Commission Agent. Pet May 17. Crosby. Middlesborough, June 5 at 11.30
Eustace, George, Hinksey, Berks, Innkeeper. Pet May 19. Bishop. Oxford, June 5 at 11
Hopwood, Oswald, Southport, Lancashire, out of business. Pet May 23. Hime. Liverpool, June 11 at 2
Mayhew, Alfred, Brockley villas, Brockley rd, New Cross, Horse Dealer. Pet May 20. Pitt-Taylor. Greenwich, June 6 at 11
Piper, Charles, Taplow, Bucks, Gent. Pet May 10. Daniell. Windsor, June 19 at 12
Ross, Joshua, Calverley, York, Cloth Manufacturer. Pet May 23. Robinson. Bradford, June 19 at 9
White, William Combes, Chadleigh, Devon, Farmer. Pet May 23. Daw. Exeter, June 9 at 11
Willard, Elizabeth Eleanor, Rugby, Warwick, Tailor. Pet May 21. Kirby. Coventry, June 12 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, May 23, 1873.

Brunell, Gresham buildings, Merchant. May 22

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, May 20, 1873.

Addy, Thomas, Cudworth, York, General Dealer. June 10 at 3 at 5, Regent st, Barnsley. Tyas and Harrison
Albany, John, St John's Hill, Sevenoaks, Kent, Grocer. June 3 at 12 at offices of Carter and Bell, Leadenhall st
Alderson, Anthony, Alabaly Grange, near Yarm, Durham, Farmer. June 6 at 2 at offices of Robinson, Chancery lane, Darlington
Ashby, Eliza Ann, Uxbridge, out of business. June 10 at 12 at offices of Jennings, Hillingdon rd, Uxbridge
August, Frederick, Eaton rd, Havestock Hill, Nurseryman. May 27 at 12 at offices of Tonge, Margaret st, Cavendish square
Balliston, James, Lawrence rd, Brixton, no occupa. June 5 at 2 at offices of Henderson and Co, Basinghall st. Hilbery, Cruched friars
Bannister, William Henry, Birmingham, Grocer. May 23 at 2 at office of Kennedy, Ann st, Birmingham
Barefoot, Agatha, Upper st, Islington, Italian Warehouse Keeper. May 20 at 3 at office of Parker, Pavement, Finsbury
Batchelor, George, Chatteris, Cambridge, Saddman. June 4 at 1 at office of Deacon and Wilkins, Peterborough
Batchelor, Thomas, High st, Deptford, Butcher. June 3 at 12 at offices of Sole and Co, Aldermanbury
Bennett, John James, Blandford Forum, Dorset, Auctioneer. June 11 at 2 at the Buckingham Railway Hotel, Wimborne. Weston, Worcester
Bird, Alexander Ferguson, The Brook, near Liverpool, Draper. June 4 at 2 at office of Harris, Union court, Castle st, Liverpool
Bradbury, Charles, Newport, Salop, Wine Merchant. May 30 at 11.30 at office of Bird, High st, Newport
Bradbury, Reuben, Birmingham, Fruitster. May 26 at 3 at office of Kennedy, Ann st, Birmingham
Brady, James, Manchester, Say and Shirt Manufacturer. June 3 at 3 at offices of Storer, Fountain st, Manchester
Brown, William, Moreton, Dorset, Innkeeper. June 4 at 2 at the White Hart Inn, Dorchester. Weston, Dorchester
Camden, Alfred, Long lane, Bermondsey, Undertaker. May 23 at 2 at offices of Goddard, South square, Gray's inn
Campbell, Charles Bowerbank, Great Tower st, Paint Manufacturer. May 19 at 3 at offices of Lewis, South square, Gray's inn
Cass, James, Eiton, Lancashire, Ironfounder. June 2 at 10 at office of Whitehead and Co, Bolton st, Bury
Clark, George, Hall Moor, Skelton, York, Farmer. June 3 at 12 at office of Russell, Lendal, York
Clarke, Francis Thomas, Cheltenham, Gloucester, Brushmaker. May 30 at 11 at 61, Regent st, Cheltenham. Billing
Clifton, John, Leeds, Cab Proprietor. May 30 at 11 at offices of Dalton, Albion st, Leeds
Cobbett, Edmund, Villiers st, Strand, House Decorator. June 3 at 3 at offices of Jones and Co, Queen st, Cheapside
Comley, Solomon, Parton, Wilsa, Dealer. June 2 at 12 at office of Pratt and Prince, High st, Wootton Bassett
Collins, Henry, Newbury, Berks, Engineer. May 30 at 11 at the White Hart Hotel, Market place, Newbury. Cave, Newbury
Cooper, Elias Goliath, Birmingham, Photo Salesman. May 26 at 12 at office of Kennedy, Ann st, Birmingham
Corney, William, Alms st, Stratford New Town, Baker. June 4 at 3 at offices of Philp and Behrend, Pancras lane, Queen st, Cheapside
Cousins, Charles, Priehard's rd, Bethnal Green, House Agent. June 4 at 10.15 at the Victoria Tavern, Moorth rd, Bethnal Green
Crebbie, Manfred Marcus, Toml n's grove, Bow, no business. June 5 at 2 at offices of Ladbury and Co, Cheapside. Lewis and Levi, Ely place, Holborn
Deaves, George, Birmingham, Coach Builder. May 26 at 12 at offices of Kennedy, Ann st, Birmingham
Drake, John, Forling, Norfolk, Miller. June 4 at 3.30 at offices of Sack, Church st, Theatre st, Norwich
Elliott, Samuel, Frampton Mansell, Gloucester, Shopkeeper. June 4 at 2 at the New Red Lion Inn, Chalford, near Stroud. Worman, Stroud
Farnsworth, John, Matlock Bank, Derby, out of business. May 29 at 12 at offices of Barrow, Matlock Bath
Frood, Louisa, Gosport, Southampton, Confectioner. May 30 at 11 at offices of Waincoat, Union st, Portsea. Walker, Landport

- Gayton, Thomas, Barnstable, Devon, Saddler. June 4 at 12.30 at office of Chanter and Finch, Boupoint st, Barnstable.
- Geater, Charles, and Charles Geater, Jun, Great Portland st, Tailors. May 29 at 12 at 33 Gutter lane, Downes, Chesapeake.
- Gledhill, James Tidwell, Clifford st, Woolen Warehouseman. May 30 at 12 at offices of Chatteris and Co, Gresham buildings, Davis, Cork st Hall, Edwin, Dresden, near Longton, Stafford, Carpenter. May 29 at 11 at office of Webb, Caroline st, Longton.
- Hammitt, George, Luton, Bedford. June 10 at 3 at offices of Jeffery, King st, Luton.
- Hancock, James, Ryde, Isle of Wight, Upholsterer. June 2 at 3 at office of Urry, George st, Ryde.
- Harrison, John, South Stockton, York, Grocer. May 31 at 10.30 at offices of Draper, Finkle, st, Stockton-on-Tees.
- Haslam, Charles Richard, Basingstoke, Southampton, Draper. June 6 at 12 at offices of Chandler, Church st, Basingstoke.
- Hill, John, Lowesmoor, Worcester, Licensed Victualler. May 30 at 3 at offices of Tree Broad st, Worcester.
- Holland, John, Leeds, Innkeeper. May 23 at 2 at office of Rook and Midgley, Boar lane, Leeds.
- Houl, Edward, Whitstable, Kent, Draper. May 30 at 3 at the City Terminus Hotel, Cannon st. Sankey and Co, Canterbury.
- Hunt, David, Birmingham, Grocer. May 30 at 12 at offices of Southall and Co, Newhall st, Birmingham.
- Jackson, Charles Metcalf, Bradford, York, Linen Draper. June 4 at 3 at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford.
- Jackson, James, Leeds, Boot Maker. May 30 at 3.30 at office of Fawcett and Malcolm, Park row, Leeds.
- James, Ellen, Chatham, Kent, Milliner. June 6 at 12 at offices of Smedley, Fleet st.
- Jessop, Charlotte, Shipley, Sussex, Schoolmistress. June 3 at 2 at offices of Bedford, Horsham. Black and Co, Brighton.
- Jones, Mary, Lewes, Sussex, Schoolmistress. May 31 at 11 at offices of Hillman, Cliffe, Lewes.
- Jones, Thomas, Dowlaia, Glamorgan, Tailor. June 3 at 2 at offices of Rosser and Phillips, Canon st, Aberdare.
- Jones, William, Darlington, Durham, Draper. May 29 at 10.30 at office of Webster, Central hall, Darlington.
- Kearsey, George, Palace st, Pinlücke, no business. June 3 at 11 at offices of Sydney, Leadenhall st.
- King, Charles, Everton, Liverpool, out of business. June 4 at 2 at offices of Gibson and Bolland, South John st, Liverpool. Worship and Crozier, Liverpool.
- Lee, Thomas Wales, Manor st, Clapham, Lithographic Artist. June 12 at 3 at 35, Old Jewry. Kearsey.
- Levi, Goodman, Birmingham, Draper. May 30 at 3 at office of Parry, Bennett's hill, Birmingham.
- Lloyd, Edward, Gracechurch st, Merchant. June 9 at 2 at offices of Turquand and Co, Tokenhouse yard. Young and Co.
- Morgan, John Thomas, Merthyr Tydfil, Glamorgan, Printer. June 2 at 11 at offices of Lewis, Glebe land st, Merthyr Tydfil.
- Morrill, Thomas, York, Grocer. June 2 at 12 at offices of Crumple, Somersgate, York.
- Myers, Frederick George, Hants, Sewing Machine Manufacturer. June 3 at 12 at the Castle Hotel, High st, Southampton.
- Newton, James, Crews, Cheshire, Boiler Maker. May 31 at 11.30 at office of Warburton, Mill st, Crews.
- Pilling, Joseph Maymon, Ramsbottom, Lancashire, Watchmaker. June 2 at 3 at offices of Anderton, Garden st, Bury.
- Pinkney, Robert, Birmingham, Ale Merchant. May 31 at 10 at offices of Eaden, Bennett's hill, Birmingham.
- Piper, Edwin, Devonport, Devon, Builder. June 9 at 4 at offices of Square, George st, Plymouth.
- Plucknett, Thomas Frederick, Landport, Hants, Ironmonger. May 30 at 3 at offices of Walker, Commercial rd, Landport.
- Price, John, Lampeter, Cardigan, Innkeeper. June 9 at 2 at offices of Lloyd, Lampeter.
- Proudfoot, William, Maxbrough, York, Draper. June 3 at 11 at offices of Binney and Sons, Queen st chambers, Sheffield.
- Quitmann, Julius, Castle st, Falcon square, Merchant. June 5 at 3 at offices of Sole and Co, Aldermanbury.
- Richmond, Matthew, and Thomas Bean, Bingley, York, Plumbers. May 29 at 11 at offices of Terry and Robinson, Market st, Bradford.
- Ridley, Thomas, Thomas Harrison Ridley, and William Henry Ridley, Liverpool, Merchants. May 29 at 1 at offices of Harwood and Son, North John st, Liverpool. Hall and Co.
- Royton, Francis, and John Allot, Holyland Nether, York, Wine Merchants. June 3 at 2 at the Royal Hotel, Barnsley.
- Sharp, John, Aylesbury, Buckingham, Tinman. June 5 at 12 at the Inns of Court Hotel, Holborn. Fell, Aylesbury.
- Shearing, Rudd Wilson, Feltwell, Norfolk, Wheelwright. June 4 at 4 at offices of Sadd, Church st, Theatre st, Norwich.
- Slater, Robert, York. May 30 at 12 at offices of Brearey and Watson, Lendal, York.
- Stirling, George, Newborough, Stafford, Publican. June 2 at 11 at the Midland Hotel, Burton-upon-Trent. Bagshaw, Jun.
- Stevenson, James Bradley, Belton Lowwoods, Leicester, Farmer. May 31 at 12 at offices of Parsons and Bright, Eldon chambers, Wheeler gate, Nottingham.
- Stickland, James, Evering villas, Amhurst rd, Timber Merchant. June 4 at 2 at offices of Lovering and Co, Gresham st. Rooks and Co, King st, Chesapeake.
- St. Leger, Arthur Hayes Francis, Lincoln's inn fields, Wine Merchant. June 6 at 3 at offices of Webb and Pearson, Austin friars.
- Stocken, Charles, Tunbridge Wells, Sussex, Cattle Medicine Dealer. June 9 at 3 at 23, Church road, Tunbridge Wells. Stone and Simpson.
- Summers, Ann, Wolverhampton, Stafford, Licensed Victualler. June 5 at 3 at offices of Dallow, Queen square, Wolverhampton.
- Swanson, David, and Thomas Darrig, Fenchurch st, Provision Merchants. June 4 at 2 at the Green Dragon Hotel, Bishopsgate st, Strong.
- Talbot, Benjamin, Birmingham, Cabinet Maker. June 2 at 12 at office of Hawkes, Templest, Birmingham.
- Traher, Daniel, Surbiton park, Kingston-upon-Thames, Mason. June 3 at 3 at offices of Sherrard, Lincoln's inn fields.
- Tring, Thomas, Sheffield, Druggist. May 28 at 2 at offices of Taylor, Norfolk row, Sheffield.
- Verkrusen, Moritz Anton, Fell st, Wine Merchant. May 29 at 3 at offices of Foreman and Cooper, Gresham st. Holmes, Eastcheap.
- Vogt, Augustus Wilhelm, Swansea, Glamorgan, Commission Agent. June 4 at 2 at offices of Barnard and Co, Temple st, Swansea. Brown and Collins, Swansea.
- Walker, Thomas, Manchester, Fish Dealer. June 11 at 3 at offices of Homer and Son, Ridgefield, Manchester. Law, Manchester.
- Ward, Edward, Laxton, Nottingham, Seedsman. May 30 at 12 at offices of Marshall and Sons, East Retford, Bescoby, East Retford.
- Warner, David, Bogeley, Stafford, Grocer. May 29 at 10 at offices of Crabb, Horse-fair Rugeley.
- Whitaker, Edward Penson, Everton Valley (and not Burley, as in Gazette of 13th instant), Liverpool, Manufacturer's Assistant. May 28 at 3 at offices of Terry and Robinson, Market st, Bradford.
- Whitehead, John Chuck, Luton, Bedford. June 10 at 1 at offices of Jeffery, King st, Luton.
- Wilkins, Edward, Birch lane, Wine Merchant. May 29 at 3 at offices of Andrew and Atkins, George yard, Lombard st.
- Winnier, Arthur, Great Bridge, Stafford, Boot Manufacturer. May 30 at 10.30 at offices of Sheldon, Lower High st, Wednesbury.
- Worrall, Joseph, Widnes, Lancaster, Tailor. June 4 at 12 at offices of Moore, Upper Bank st, Warrington.
- Worswick, Joseph, Bolton, Lancaster, Bookseller. May 29 at 10 at offices of Gooden, Maudslay st, Bolton.
- Wright, James, Ambarley rd, Harrow rd, House Decorator. June 4 at 2 at offices of Copp, Essex st, Strand.

FRIDAY, May 23, 1873.

- Alway, John, Bristol, Wheelwright. June 6 at 12 at offices of Parsons, Athenium chambers, Nicholas st, Bristol. Miller, Bristol.
- Ames, James, Norwich, Watchmaker. June 3 at 12 at offices of Coaks, Bank plain, Norwich.
- Bean, Joseph, York, Publican. June 4 at 3 at offices of Brearey and Watson, Lendal, York.
- Belson, John, Keynham, Somerset, Carpenter. June 9 at 12 at offices of Fox and Whitlock, Corn st, Bristol.
- Berger, Charles Francis, King's Arms yard, Merchant. June 5 at 2 at offices of Chatteris and Co, Gresham buildings, Basinghall st. Linklater and Co, Walbrook.
- Berry, William, Stevenage, Herts, Bootmaker. June 13 at 12 at the Old Castle Public house, High st, Stevenage. Cougham and Hunt, Ware.
- Burton, Henry, West Bromwich, Stafford, Coach Builder. June 10 at 3 at offices of Deignan and Co, the Bridge, Walsall.
- Cameron, Alexander, Jan, Birmingham, out of business. June 2 at 11 at offices of Davies, Bennett's hill, Birmingham.
- Campbell, Thomas, Manchester, Estate Agent. June 9 at 3 at office of Storer, Fountain st, Manchester.
- Cheetham, William, Droyliden, Lancashire, Bootmaker. June 9 at 3 at offices of Duckworth, Brown st, Manchester.
- Cobb, James, Jan, Watford, Herts. June 9 at 3 at offices of Boydell, South square, Gray's Inn.
- Colebourne, Henry, Wolverhampton, Stafford, Tailor. June 5 at 3 at offices of Thurston, Queen st, Wolverhampton.
- Crowther, John, Saltisley, near Shipley, York, Cigar Dealer. May 30 at 11 at offices of Rhodes, Duke st, Bradford.
- Dark, Richard Morgan, Hanley, Stafford, Hair Dresser. May 31 at 11 at 26, Chesapeake, Hanley, Stevenson.
- Duke, Mark, Littlehampton, Sussex, Dealer in Corn. June 4 at 3 at the Terminus Hotel, Littlehampton. Goodman, Brighton.
- Eaton, Job, Birmingham, Ironfounder. May 29 at 12 at offices of Ladbury, Newhall st, Birmingham.
- Edgeworth, Richard Batten, Bristol, Ironmonger. May 31 at 11 at office of Esmer, Guildhall, Broad st, Bristol.
- Elson, Ezra, Warrington, Northampton, Grocer. June 4 at 10 at offices of Deacon and Wilkins, Peterborough.
- Fiamank, John, Teignmouth, Devon, Ship Owner. June 5 at 12 at the Bude Haven Hotel, Exeter. Watts, Newton Abbot.
- Foot, James, Plymouth, Devon, Builder. June 6 at 11 at offices of Greenway and Adams, Frankfort st, Plymouth.
- Fountain, William Godfrey, London rd, Southwark, Gasfitter. June 7 at 3 at office of Evans and Co, John st, Bedford row.
- Frankenstein, Philip, Manchester, Manufacturer. June 10 at 3 at offices of Sampson, St James's chambers, South King st, Manchester.
- French, George Henry, Worthing, Sussex, Printer. June 7 at 3 at offices of Luckett, Bedford row, Worthing.
- Gerratt, John, Boston, Lincoln, Shoemaker. June 3 at 12 at offices of Dyer, Church lane, Boston.
- Garrison, Samuel, Cheltenham, General Dealer. June 5 at 3 at offices of Stroud, Clarence parade, Cheltenham.
- Gendall, James, and Paul Richard Kemp, Penzance, Cornwall, Builders. June 5 at 11 at offices of Trythall, Clarence st, Penzance.
- Goss, Charles, Manchester, Commission Agent. June 12 at 3 at offices of Sampson, South King st, Manchester.
- Granville, Augustus Kerr Bozli, Plymouth, Devon, Clerk in Holy Orders. June 7 at 12 at offices of Edmonds and Son, Parade, Plymouth.
- Guttmann, Alphons Solomon, and Edward Sandford Power, Church court, Old Jewry, Woolen Merchants. June 3 at 1 at offices of Leayrd and Leayrd, Buxton rd, Huddersfield.
- Hardwicke, William Edward, Northampton, Carrier. May 31 at 11 at offices of Walker, Market square, Northampton.
- Hardy, Pearl, Bramford, Suffolk, Innkeeper. June 5 at 11 at offices of Watie, butter market, Ipswich.
- Hewitt, Edwin and Hermann Schwarz (and not Schwarz as previously advertised), Manchester, Tailors. June 9 at 3 at offices of Cobbett and Co, Brown st, Manchester.
- Hill, John, Sale, Cheshire, Retailer of Beer. May 30 at 3 at offices of Gardner and Horner, Cross st, Manchester.
- Hirst, Thomas, Batley, York, Corn Dealer. June 4 at 12 at offices of Scatterd, Bond st, Leeds.
- Hudson, William Abbey, Red Lion st, Holborn, Tobacconist. June 3 at 3 at offices of Evans and Co, John st, Bedford row.
- Huntley, William Henry, and Joseph Saint, Fore st, Ironmongers. June 2 at 3 at the Great Western Hotel, Monmouth st, Birmingham.
- Johnny, William Jackson, Sunderland, Durham, Draper. June 6 at 1 at the Central Exchange Hotel, Newcastle-upon-Tyne. Tinley and Co, North Shields.

Jones, Frank Evans, Streteford, Lancashire, Grocer. June 1 at 2 at the Clarence Hotel, Spring gardens, Manchester. Evans, Manchester.
Kershaw, John, Little Gomersall, York, Shoemaker. June 4 at 11 at offices of Robinson and Johnson, John William st, Huddersfield.
La Touche, George Digges, Holyhead, Anglesey, Esq. June 4 at 11 at offices of Symms and Son, Furnival's inn.
Legg, David, Christchurch, Hants, out of business. June 3 at 1 at office of Shero, High st, Lymington.
Levy, Mark, Summer lane, Birmingham, Dealer in Secondhand Clothes. May 30 at 10 at offices of East, Colemore row, Birmingham.
Marshall, John, Kingston-upon-Hull, out of business. May 30 at 11 at offices of Jacobs, County buildings, Kingston-upon-Hull.
Marshall, John, Wolverhampton, Stafford, Hair Dresser. June 5 at 3 at offices of Wilcock, Queen's chambers, North st, Wolverhampton.
Mawson, John, Hulme, near Manchester, Tailor. June 9 at 2 at office of Marshall, Princess st, Manchester.
Metcalf, Robert, Middleborough, York, Grocer. June 3 at 2 at office of Dobson, Goford st, Middleborough.
Myers, Frederick George, Southampton, Sewing Machine Manufacturer. June 3 at 12 at the Castle Hotel, High st, Southampton.
Newbold, Samuel, Liverpool, Earthenware Dealer. June 6 at 2 at offices of Tyler and Co, North John st, Liverpool.
Pollard, William, Stoke Ferry, Norfolk, Miller. June 6 at 12 at offices of Wilkin, Athenum chambers, King's Lynn.
Powell, Samuel, Towcester, Northampton, Shoe Manufacturer. June 4 at 12 at offices of Whittin, Townhall, Towcester.
Pride, Alfred, Hurligh, Gloucester, Butler. June 5 at 3 at offices of Jackson, London rd, Stroud.
Procter, James, and Joseph Procter, Well st, Woolen Warehouseman. June 1 at 3 at 33, Gutter lane. Lund, Castle st, Holborn.
Rains, Joseph, Kettering, Northampton, Hair Dresser. June 4 at 3 at offices of Becke, Market square, Northampton.
Rawlinson, James, Worksop, Nottingham, Hair Dresser. June 3 at 12 at the Bull Inn, Worksop. Bescoy, East Retford.
Richardson, Thomas, Well st, Hackney, Grocer. May 31 at 3 at Sanderson's Hotel, Bevois court, Basinghall st. Goatley, Bow st, Covent Garden.
Roberts, William, Edgware rd, Outfitter. June 9 at 12 at the Guildhall Tavern. Smith, Lincoln's inn fields.
Sherman, Thomas, Newington Butts, Seedman. June 4 at 12 at offices of Pullen, Harp lane, Great Tower st.
Simon, Francis Webb, Welbeck st, Cavendish square, Upholsterer. June 4 at 12 at offices of Taylor and Co, Great James st, Bedford row.
Small, John, Fleet st, Hosier. June 4 at 2 at offices of Emspon, Moor-gate st.
Sparks, William Morrish, Ramsgate, Kent, Mariner. June 9 at 3 at offices of Walford, High st, Ramsgate.
Strange, Alfred Thomas, Gravesend, Kent, Grocer. June 9 at 1 at offices of Whale, William st, Woolwich.
Taphouse, Henry John, Barrow-in-Furness, Lancashire, Photographer. June 6 at 11 at the Ship Inn, Barrow-in-Furness. Bradshaw, Barrow-in-Furness.
Thioke, Frank Ernest, Norfolk st, Strand, Architect. June 7 at 3 at offices of Webster, Basinghall st.
Thomas, Thomas James, Bristol, Plumber. June 5 at 12 at offices of Denning and Co, Shannon court, Corn st, Bristol. Miller, Bristol.
Thornell, James John, Sussannah row, Curtain rd, Shoreditch, Upholsterer. June 7 at 12 at the Bricklayers Arms, Charlotte st, Shoreditch. Bernard, White Lion st, Norton Folgate.
Tyser, Richard Blydesdewy, Tentor at South. Goodman's fields, Sail Cloth Factor. June 5 at 3 at offices of East and Funston, Stoa College, London wall.
Wells, Samuel Jacobs, Monkwell st, Patent Shirt Manufacturer. June 11 at 2 at offices of Banes, Basinghall st. Watson, Basinghall st.
Williams, John, Manchester, Wheelwright. June 9 at 4 at offices of Farrar and Hall, Princess st, Manchester.
Williams, Robert Arthur, Manchester, Joiner. June 9 at 3 at offices of Farrar and Hall, Princess st, Manchester.
Wilson, Alexander, Leamington Priory, Warwick, Bookseller. June 9 at 3 at offices of Nicholls and Leatherdale, Old Jewry chambers. Piesse and Son, Old Jewry chambers.
Windley, John, Newcastle-under-Lyme, Stafford, Theatrical Manager. June 2 at 11 at the Copeland Arms Hotel, Stoke-upon-Trent.
Stevenson, Hanley.
Woodruff, John, Sedgfield, Durham, Bootmaker. June 9 at 11 at offices of Fawcett and Co, Finkle st, Stockton-on-Tees.
Woodruff, Joseph, Barnsley, Warehouseman. June 5 at 11 at offices of Frudd, Church st, Barnsley.
Wynne, John Elias, Barnett, Herts, Tailor. June 6 at 2 at offices of Cart, South square, Gray's inn.
Young, Thomas, Liverpool. June 10 at 12 at offices of Rymer and Morgan, Harrington st, Liverpool.

TUESDAY, May 27, 1873.

Allord, Thomas, Newnham Farm, Stogursey, Somerset, Farmer. June 9 at 11 at offices of Brice, Bridgewater.
Ashton, John, Wigan, Lancashire, Saddler. June 11 at 11 at offices of Ashton, King st, Wigan.
Banks, Joseph, Warrington, Lancashire, General Dealer. June 9 at 3 at offices of Bretherton, Bank st, Warrington.
Bayley, Samuel, Darlington, Stafford, Gun Lock Filer. June 11 at 12 at offices of Sheldon, Lower High st, Wednesbury.
Brabner, Charles Wesley, Kingsland rd, Printer. June 10 at 2 at 11, South st, Finsbury. Learoyd.
Buckingham, Henry, Wimborne Minster, Dorset, Licensed Victualler. June 9 at 12 at the Laing's Hotel, Wimborne Minster. Aldridge and Barker, Poole.
Carr, William, Central st, St Luke's, Cheesemonger. June 4 at 11 at offices of Barton and Drew, Fove.
Clyde Oelle, Spencer park, Wandsworth, Widow. June 9 at 2 at office of Conolly, Craven terrace, East Hill, Wandsworth.
Cook, William, Methwold, Norfolk, Grocer. June 9 at 2 at office of Kent, St Andrew's Hall-plain, Norwich.
Collins, Richard, Titchfield, Southampton, Builder. June 5 at 1 at the Crown Hotel, High st, Southampton. Goble, Fareham.
Cross, William, and Joseph Cross, Winton, near Northwich, Chester, Plumbers. June 10 at 11 at offices of Fletcher, Old Townhall chambers, Northwich.
Davies, Richard, and David Davies, Middlesex Wharf, Lea Bridge, Slate Merchants. June 9 at 2 at offices of Dalton and Jessett, Clement's House, Clement's lane.
Delf, Edward Morell, Coventry, Black Silk Dyer. June 16 at 3 at office of Brownett, Bayley lane, Coventry.
Durling, George, Meopham, Kent, Brewer. June 9 at 1 at offices of Monckton and Son, King st, Maidstone.
Every, James Tapper, and Reuben Every, Devonport, Devon, Cabinet Makers. June 9 at 11 at offices of Conway and Almond, George st, Plymouth. Greenway and Adams, Plymouth.
Gay, William Charles, St. Irvan's rd, Goulborne rd North, Kensington, out of business. June 6 at 4 at offices of Ablett, Cambridge terrace, Hyde Park.
Grogan, John, Moor terrace, Park rd, Peckham, Chandler's-shop Keeper. June 5 at 3 at offices of Marshall, Lincoln's inn fields.
Hargreaves, William, Halifax, York, Butcher. June 9 at 4 at offices of Storey, Chesapeake, Halifax.
Heard, John Grant, Banner st, St. Luke's, Stationer. June 12 at 2 at offices of Miller and Gane, Gracechurch st.
Hocky, Joseph, Jun, Selcott rd, Wandsworth Common, Commercial Clerk. June 12 at 1 at the Anchor and Hope Hotel, High st, Lymington. Haynes, Devereux court, Temple.
Huskinson, Henry Charles, Middleborough, York, Licensed Victualler. June 6 at 11 at the Black Lion Hotel, Stockton-on-Tees. Dobson, Middleborough.
Jaynes, Thomas Edwin, Gloucester, Gent. June 10 at 10 at offices of Jaynes, Clarence st, Gloucester.
Jenkins, William, Wolverhampton, Stafford, Cooper. June 9 at 3 at office of Gatis, Queen st, Wolverhampton.
Jones, William, Treherbert, Glamorgan, Tailor. June 6 at 2 at offices of Barnard and Co, Albion chambers, Bristol. Griffith, Cardiff.
King, Herbert, North End, Croydon, House Decorator. June 5 at 3 at offices of Wood and Hare, Basinghall st.
Kirtin, George, Birmingham, out of business. June 4 at 12 at office of Kennedy, Ann st, Birmingham.
Leitch, Franklin, Archburch yard, Cannon st, Financial Agent. June 7 at 3 at offices of Fiches, Beaufort buildings, Strand.
Marfell, George, Rose, Hereford, Butcher. June 11 at 3 at offices of Rookes and Wintle, Bank chambers, Market place, Ross. Piddocks.
Marsh, William, Leicester, Grocer. June 9 at 2 at office of Marria and Son, Friar lane, Leicester. Fowler and Smith, Leicester.
Mayne, Charles, Bristol, Druggist. June 7 at 11 at offices of Parsons, Athenum chambers, Nicholas st, Bristol. Bavan and Hancock, Bristol.
Miller, George Nehemiah, Thornham Magna, Suffolk, Grocer. June 11 at 1 at the White Lion Inn, Eye. Gudgeon.
Moor, Joseph, Blanesdon, Monmouth, Grocer. June 9 at 11 at office of Tribe and Co, High st, Newport. Gibbs, Newport.
Muir, James, and Thomas Henry Remington, Leicester, Boot Manufacturers. June 10 at 12 at offices of Haxby, Belvoir st, Leicester.
Neumann, David, Moritz Gingsold, and Gustav Hirschfeld, St Mary axe, Colonial Merchants. June 5 at 2 at offices of Hand, Coleman st.
Packer, Thomas, Cheltenham, Assistant Road Surveyor. June 9 at 3 at offices of Stroud, Clarence parade, Cheltenham.
Pape, Gabriel, Sherborne, Dorset, Silk Spinner. June 10 at 3 at offices of Davies, The Abbey, Sherborne.
Payton, Edwin, Wolverhampton, Stafford, Warehouse Clerk. June 6 at 11 at office of Gatis, Queen st, Wolverhampton.
Ponder, James, Jarrow, Durham, Boot Maker. June 10 at 2 at office of Joel, Newgate st, Newcastle-upon-Tyne.
Prosser, Louis, Leadenhall st, Clothier. June 4 at 10 at offices of Dobson, Southampton buildings.
Reddrop, William Joseph, Trowbridge, Wilts, Woolen Cloth Merchant. June 10 at 3 at offices of Rodway, Trowbridge.
Rhind, James, Manchester, Cabinet Maker. June 12 at 12 at offices of Homer and Son, Ridgefield, Manchester. Law, Manchester.
Rich, Thomas, Leicester, Savex, Lioness. Victualler. June 7 at 1 at 291, Vauxhall Bridge. Goodman, Brighton.
Richards, George, Great College st, Camden Town, John Henry Richards, Downs Park rd, Hackney, and Alexander Augustus Richards, Bowman's place, Holloway rd, Butchers. June 17 at 2 at offices of Waddell, New Poultry chambers. Crook, Fenchurch st.
Roberts, David, Tredegar, Monmouth, Grocer. June 9 at 2 at the Castle Hotel, Tredegar. Harris, Tredegar.
Robinson, Richard, Hibaldstowe, Lincoln, Corn Miller. June 11 at 12 at offices of Howlett, Kirtin-in-Lindsey.
Roosborn, Abraham Morris, Leeds, Tailor. June 6 at 2 at offices of Harle, Victoria chambers, South Parade, Leeds.
Roos, William, Aberdare, Glamorgan, Draper. June 5 at 11 at office of Rosser and Phillips, Canon st, Aberdare.
Shuttleworth, William, and Reuben Shuttleworth, Halifax, York, Paper Dealers. June 9 at 2 at offices of Bocoock, Silver st, Halifax.
Spencer, Francis, Southampton, Butcher. June 7 at 2 at offices of Burnett, High st, Southampton. Lomer.
Storey, John, Stafford, Baker. June 10 at 11 at offices of Brough, St Mary's Churchyard, Stafford.
Sturgess, Charles Thomas Morgan, Exeter, Grocer. June 9 at 12 at the Bude Haven Hotel, St Sidwell st, Exeter. Flood, Exeter.
Taiton, Wilbraham, Levenshulme, Lancashire, Licensed Victualler. June 16 at 2 at offices of Brown, Market place, Stockport.
Thompson, Samuel, Oldbury, Worcester, Charter Master. June 9 at 11 at offices of Shakespeare, Church st, Oldbury.
Tyson, Joseph, Maclefield, Chester, Boot Maker. June 9 at 3 at office of Higginbotham and Barclay, Exchange st, Maclefield.
Vickery, John, Bristol, Carpenter. June 5 at 12 at office of Sprod, St. Even's chambers, Nicholas st, Bristol. Price, Bristol.
Webb, Alfred, Lamb's Conduit st, Butcher. June 10 at 12 at the Guildhall Coffee house, Gresham st. Treherne and Wolfertan, Ironmongers lane.
Webb, Thomas, Manchester, Waste Dealer. June 9 at 3 at offices of Addleshaw and Warburton, King st, Manchester.
Wells, John, Lower Wandsworth rd, Battersea, Victualler. June 13 at 2 at offices of Nash and Co, Suffolk lane.
Williams, Anne, Bangor, Carnarvon, Clothier. June 16 at 2 at the Ermine Hotel, Flookerbrook, Chester. Foulkes, Bangor.
Williams, Thomas, Conway, Carnarvon, Butcher. June 9 at 12 at offices of Jones, Market place, Conway.
Wren, James Charles, Birmingham, Commission Agent. June 7 at 4 at offices of Duke, Christ Church passage, Birmingham.

UNIVERSITY OF LONDON.

NOTICE IS HEREBY GIVEN, That the next Half-yearly Examination for Matriculation in this University will commence on **MONDAY, the 30th of JUNE, 1873.** In addition to the Metropolitan Examination, Provincial Examinations will be held at Owens College, Manchester; Queen's College, Liverpool; St. Catharine's College, Ushaw; and Queen's College, Birmingham.

Every Candidate is required to transmit his Certificate of Age to the Registrar (University of London, Burlington Gardens, London, W.) at least fourteen days before the commencement of the Examination.

Candidates who pass the Matriculation Examination are entitled to proceed to the Degrees conferred by the University in Arts, Laws, Science and Medicine. This Examination is accepted (1) by the Council of Military Education in lieu of the Entrance Examination otherwise imposed on Candidates for Admission to the Royal Military College at Sandhurst; and (2) by the College of Surgeons in lieu of the Preliminary Examination otherwise imposed on Candidates for its Fellowship. It is also among those Examinations of which some one must be passed (1) by every Medical Student on commencing his professional studies; and (2) by every person entering upon Articles of Clerkship to an Attorney,—any such person Matriculating in the First Division being entitled to exemption from one year's service.

WILLIAM B. CARPENTER, M.D.,

Registrar.

May 26th, 1873.

TRENT COLLEGE.

Post Town, NOTTINGHAM.—Station, TRENT.

Head-Master—Rev. T. F. FENN, M.A., Trin. Coll. Cambridge.

Terms for Board and Tuition, £40 a year.

In December last 27 Boys passed the Local Examination of the University of Cambridge, of whom 7 gained Honours, and 4 were specially distinguished; 10 had previously passed the Oxford Local.

Boys from Trent have passed the Examinations of the Royal College of Surgeons, the Incorporated Law Society, and the Royal Pharmaceutical Society, and have taken good places at the older Public schools.

Every Boy as he rises in the school is prepared for the Cambridge Local Examination. There are special English and Commercial Classes for Boys intended for business. There is a good Cricket-ground of above 8 acres, giving a good Wicket for every Boy. Swimming Lessons are given all the year round, either in the tepid indoor Bath, or in the large outdoor one. "Everything that can contribute to the health and comfort of the Boys is provided unsparingly."—Report of Cambridge Syndicate.

Applications for admission after the Summer Holidays should if possible, be made before July 1.

ROCK LIFE ASSURANCE COMPANY

(Established A.D. 1803).

15, NEW BRIDGE STREET, BLACKFRIARS, LONDON, E.C.

GOVERNMENT PENSIONS.

THE ROCK LIFE ASSURANCE COMPANY are prepared to purchase Government Pensions (of fixed amount and permanent character) on favourable terms, to be ascertained at the office, upon the principle of paying a portion of the purchase money in cash, and the remainder by an equivalent fully paid-up policy, which will participate in the reversionary bonuses of the Company.

NINTH DIVISION OF PROFITS.

The next division of profits will be made in the year 1875. Assurances effected during the current year will participate therein, and will secure one year's additional bonus at all future divisions above Assurances taken out after that date.

ASSURANCE OF 1875 BONUS.

This bonus may be assured without immediate outlay, the premium remaining unpaid till the bonus is declared at 4 per cent. compound interest, when the assured may either pay the premium or surrender an equivalent amount of the bonus.

PROFITS DIVIDED 1868, £532,369.

H. W. PORTER, Actuary.

THE AGRA BANK (LIMITED)

Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON. BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—At 5 per cent. per annum, subject to 12 months' notice of withdrawal. For shorter periods deposits will be received on terms to be agreed upon.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken. Interest drawn, and army, navy, and civil pay and pensions realised.

Every other description of banking business and money agency British and Indian, transacted.

J. THOMSON, Chairman.

ESTATES AND HOUSES to be SOLD or LET.

MESSRS. NEWTON, BULL, & COOPER'S Monthly Register, containing full particulars of Estates and Farms, Furnished and Unfurnished Houses in town and country, Ground Rents and Investments generally, may be had free on application or by post for a stamp. Owners having properties for disposal are invited to send full particulars to the Auction and Estate Agency Offices, 8, Bucklersbury, E.C.

EXECUTORS AND TRUSTEES, having SILVER, PLATE, WATCHES, Jewellery, China, Glass, Paintings, Bronzes, Books, Wearing Apparel, Merchandise, Trade Stocks, &c., &c., to DISPOSE OF, will find the "West-end Auction Mart" the best medium for realising, it being centrally situated, and replete with every convenience for the better display of property. Advances prior to sales. Valuations made for all purposes.—W. HICKINGBOTHAM & SONS, Proprietors, 8 and 9, Upper St. Martin's-lane, W.C.

MESSRS. DEBENHAM, TEWSON & FARMER'S

LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Chesham, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

ROYAL POLYTECHNIC, 309, Regent street.

Mr. George Buckland's New Fairy Entertainment, The Enchanted Glen; or, the Coals, the Cake, and the Consequences. Written by Dr. Croft. Vocal Illustrations by Mr. George Buckland, assisted by Miss Josephine Pailham, Miss Finney and Miss Lillie Bartlett.—Spring Buds: a Lecture for the time of year, by Mr. J. L. King.—How to get to Vienna; a Descriptive Lecture, by Mr. B. Malden.—New Feats of Legerdemain, by the African Conjuror, Alexander Osman. Professor Gardner's Lecture on Fuel; what shall we burn?—Many other entertainments. Admission 1s. Open twice daily, 12 to 5, and 7 to 10.

THE NEW BANKRUPTCY COURT

Is only a few minutes' walk from

CARR'S, 265, STRAND.

Dinners (from the joint) vegetables, &c., 1s. 6d., or with Soup or Fish, 2s. and 2s. 6d. "If I desire a substantial dinner of the joint, with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Danes Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June, 18, 1864, page 440.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.

DEATH OF BARON LIEBIG.**RESPECTFUL NOTICE is given by LIEBIG'S**

EXTRACT OF MEAT COMPANY (Limited) that the Guarantee Certificate of Genuineness of Quality, signed hitherto by Baron Liebig and Professor Max von Pettenkofer, will in future, in accordance with Baron Liebig's own directions made many years ago, be signed by his Colleague Professor Max von Pettenkofer, the eminent Chemist, and by Hermann von Liebig, son of Baron Liebig, who has been acting as his special assistant in the Analysis of the Company's Extract. Thus the excellence of the well-known standard quality of Liebig Company's Extract of Meat will continue absolutely unaltered.

OFFICES TO LET.—Finsbury-circus.—Ground-

floor, 2 or 4 rooms, as desired. Third-floor, 4 rooms. Basement, 2 rooms, cellars, vaults, &c., together or separate.—Mr. R. STAPLETON, 37, Broad-street Buildings, E.C.

By Order of the Trustees of the late Mr. Wm. Peterson.—Lee, Kent.—

A rapidly improving Freehold Estate, situate on the best part of the favourite and healthy locality of Burnt Ash Hill, commanding an uninterrupted view for many miles over the surrounding picturesque and well-wooded country; only half a mile from Lee Station, on the South-Eastern Railway, and within 15 minutes' ride of Cannon-street.

MR. S. WALKER will SELL by AUCTION,

at the MART, on WEDNESDAY, JUNE 11, at TWO, unless an acceptable offer be made previously, valuable FREEHOLD PROPERTY, comprising a Detached Residence, with coach-house, stable, pleasure-grounds, kitchen garden, paddock, and orchard; let on lease for 35½ years unexpired, at a ground-rent of £50 per annum; two Semi-detached Villa Residences, with stable, coach-house, garden, well-stocked orchard (about an acre in extent, in full bearing), and small meadow; Three Cottages and Gardens, let to weekly tenants, the whole containing about 2½ acres.

The property may be viewed and particulars and conditions of sale, with plan, obtained of

Messrs. BILLINGHURST & WOOD, Solicitors, 13, Poultry; at the Mart, and at the Auctioneer's offices, 61, Coleman-street, Bank.

Valuable Freehold Rent-charge of £500 per annum, arising out of and amply secured upon Freehold Estates in the county of Lincoln.

MESSRS. DANIEL SMITH, SON & OAKLEY

are instructed to offer for SALE by AUCTION, at the AUCTION MART, Tokenhouse-yard, on THURSDAY, the 6th day of June, 1873, at ONE for TWO o'clock precisely, the above RENT-CHARGE, which is amply secured on and arises out of three valuable freehold farms extending over about 475 acres, and producing a net income of £1,066. This property has the advantage of the unexceptional security afforded by landed estate, without any of the deductions or liabilities to which it is subject. It affords a clear net income of £500 without fluctuation or deduction (except for property tax), and being a first charge on an estate of more than double the annual value, may be treated as a first-class security.

Particulars may be obtained of Messrs. BRAY & WARREN, 99, Great Russell-street, W.C.; of Messrs. TRAVERS, SMITH & Co., 123, Throgmorton-street, E.C.; at the Mart; and of the Auctioneers, 10, Waterloo-place, Pall-mall, S.W.

